



CAUTION

Documents in this file have been placed in Table of Contents order and scanned.

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Thank you for your assistance.

Archives and Records Staff

MF039970

8317

Lease Type	Control	Basefile	County
RAL	07-109201	110869	REEVES
	Survey	T & P Ry Co	
	Block	56	
	Block Name		
	Township	3-S	
	Section/Tract	10	
	Land Part		
	Acres	Net: 320.000000	Gross: 320.000000
	Depth Below	Depth Above	Depth Other
	3462	0	Specified Depths
	Name	BUFFALO OIL CO	
	Lease Date	1/2/1953	
	Primary Term	5 years	
	Bonus	\$0.00	
	Lease Royalty	0.06250000	
	Paid Up	NA	

Leasing: TM

Maps: JK

GIS: MC

Scanlab: _____

M
F
0
3
9
9
7
0
BUFFALO OIL CO

(See split out file M-49127) *See*
RIGHTS DOWN TO 3462'

~~split out from M-31161~~

Mineral File 39970

COUNTY: Reeves
TRACT : _____
PART : S/2 Sec 10 Blk 56 Tsp 3 T & P
ACRES : 320 BELOW 3462'
LESSEE : Buffalo Oil Company
DATE : 1-2-53
TERM : _____
BONUS : _____
RENTAL: _____
FILE : _____

07-10920-1



270321
MF 039970

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2. Bonus Payment	1-17-1953	35. Ltr. to Adobe Oil	10-16-75gc
3. Rental Payment	12-12-1953	36. Ltr. to Adobe Oil	10-22-75gc
4. Rental payment	11-19-1954	37. RENTAL PAYMENT	12-6-75
5. Rental payment	11-10-1953	38. LTR TO Adobe	7-26-74
6. Rental payment	12-14-1956	39. " " "	9-10-74
7. Ltr to Buffalo Oil Co	1-9-1957	40. Rental Payment	12-3-76
8. " fr " " "	1-22-1957	41. Rental Payment	12-3-77
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21. Rental Payment	12-7-1962	51. E-MAIL	3/8/17
22. Rental Payment	12-8-1964	52. Ltr. from Anadurko	3/13/17
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24. Rental Payment	12-5-1966	54. Pooling Agmt. Packet # 8317	
25. Rental Payment	12-5-1967	55. Chimera State 56-3-7 Unit	3/13/17
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99.			98.
100.			99.

RELINQUISHMENT ACT LEASE

39970

File

Reeves

County

MINERAL LANDS

Buffalo Oil Company

320

Acres

S/2 of

Section

10

rights below 3462'

Block

56

T&P Ry. Co.

Tsp.

3

Cert.

File: 110869

Lease dated 1-2-53

5 years

Name of Claim

29 RENTAL PAYMENT

12-11-71 R

30. Cash bonus \$2,000.00

12-15-72 R

31. RENTAL PAYMENT

12-15-73 S

Rental payable 50¢ per acre

32.00

Lease rights down to 3462 feet

See M-44127 Producing

25. RENTAL PAYMENT 12-5-67

VOL. P.

26. RENTAL PAYMENT

12-5-68

27. RENTAL PAYMENT

12-4-69

28. RENTAL PAYMENT

12-17-70

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Rental

Min. A/c

Min. Map.

39970

S. G. Narell 8-11

File

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1-17-53 cl

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Ad

3. RENTAL PAYMENT

DEC 12 1953

ED

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Nov 19-54 ED

5. RENTAL PAYMENT

Dec 10-53 ED

6. RENTAL PAYMENT

DEC 14 1956

HS

15th. & Buffalo Oil Co.

1-9-57 cl

8. from

1-22-57 cl

9. Rental Statement

1-9-58 J2

10. off. of Drilling

1-14-58 J2

11. RENTAL PAYMENT

JAN 13 1958 HS

12. Ltr. fr. Mr. E. Daniel

DEC 31 1957

ED

13. Plat #1

JAN 2 1958

ED

14. Rental Payment

Dec 31 1958

DEC 30 1958 HS

See Assignment in M 3650

15. RENTAL STATEMENT

JAN 7 1960

GGW

16. RENTAL PAYMENT

JAN

13 1960 HS

17. RENTAL PAYMENT

DEC 19 1960

"

18. RENTAL PAYMENT

DEC 5 1961

"

19. Ltr. fr. Danoil Inc.

12-7-62 jmc

20. RENTAL PAYMENT

DEC 11 1962

HS

21. RENTAL PAYMENT

DEC 7 1963

HS

22. RENTAL PAYMENT

DEC 3 1964

"

23. RENTAL PAYMENT

DEC 7 1965

24. RENTAL PAYMENT

DEC 5 1966

THIS AGREEMENT, made and entered into this 2nd day of January, 1953

individually and as agent for the State of Texas, party of the first part, herein referred to as the owner of the soil (whether one or more) and the BUFFALO OIL COMPANY, a corporation organized under the laws of Maryland,
of 1514 Gulf States Building, Dallas, Texas
(Give Permanent Address)

WITNESSETH: That the owner of the soil in the capacities aforesaid, for and in consideration of \$

Dollars, cash in hand paid, as his individual property and estate, receipt of which is hereby acknowledged, (SEE NOTE BELOW) and a like amount paid to the STATE OF TEXAS, and of the covenants and agreements hereinafter contained on

let, and by these presents _____ do hereby _____ grant, demise, lease and let unto the said Lessee, for the sole and only purpose of prospecting and drilling for and producing oil and gas, laying pipe lines, building tanks, storing oil and building power stations, telephone lines and other structures thereon, to produce, save, take

~~XX~~

In consideration of the premises the said Lessee covenants and agrees:

1. To pay to the Commissioner of the General Land Office of the State of Texas, at Austin, Texas, the value of

One-sixteenth (1/16th) of the gross production of oil and gas produced from said leased premises free of cost to the State, as required by Article 5368 of the Revised Civil Statutes of Texas, 1925.

2. To deliver to the credit of the owner of the soil, free of cost, in the tanks or pipe lines to which wells may be connected an additional equal one-sixteenth ^(1/16th) part of all oil and gas produced and saved from said leased premises or at the option of owner of the soil one-sixteenth ^(1/16th) of the value of all oil and gas produced and saved from said leased premises.

3. If no well be commenced on said land, hereby leased, on or before the 2nd day of January, 19 54, this lease shall terminate as to both parties, unless the Lessee on or before that date shall pay or tender to the owner of the BANK soil or to his credit in the SOUTHWEST NATIONAL/BANK OF EL PASO, --- Bank at El Paso, Texas or its successors, which shall continue as the depository regardless of changes in the ownership of said land, the sum of

Fifty cents (\$0.50) per acre and in addition shall pay to the COMMISSIONER OF THE GENERAL LAND OFFICE OF THE STATE OF TEXAS, AT AUSTIN, TEXAS, A LIKE SUM on or before said date; which shall operate as a rental and cover the privilege of deferring the commencement of a well for twelve (12) months from said date. In like manner and upon like payments or tenders the commencement of a well may be further deferred for like periods of the same number of months successively.

4. All payments or tenders of rental to the owner of the soil may be made by check or draft of Lessee, or any assignee hereof and delivered on or before the rental paying date. If said bank (or any successor bank) should cease to exist, suspend business, liquidate, fail or be succeeded by another bank, or for any reason fail or refuse to accept rental, Lessee shall not be held in default for failure to make such payment or tender of rental until thirty (30) days after the owner of the soil shall deliver to Lessee a proper recordable instrument naming another bank as agent to receive such payments or tenders.

5. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises.

6. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.

7. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole, the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in paragraph numbered three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after the date of such completion.

8. However, it is understood and agreed that notwithstanding the fact that development may be in progress or production secured and royalty being paid hereunder the owner or operator of the leased premises shall continue to make annual rental payments to the State which, under such conditions and in the absence of any rentals being paid to the land owner, shall be the minimum of ten cents (10¢) per acre as provided by said Article 5368.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of delay rentals in order to maintain this lease in effect during the primary or extended term in the absence of such drilling or reworking operations or production of oil or gas.

10. If the owner of the soil owns a less interest in the above described land than the entire and undivided surface estate therein, then the royalties and rentals herein provided to be paid to owner of the soil shall be paid to him only in the proportion which his interest bears to the whole and undivided surface estate.

11. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells or tanks of the owner of the soil and with the exception that the State must be paid its above specified royalty on production of oil and/or gas regardless of how used or disposed of.

12. When requested by the owner of the soil, Lessee shall bury his pipe lines below plow depth.

13. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the owner of the soil.

14. Lessee shall have the exclusive right to build, operate and maintain pits, reservoirs, pickup stations and plants for the purpose of picking up and conserving waste oil that flows down the creeks, ravines and across the land embraced in the lease, whether said oil is produced from said land covered by this lease or other lands, provided the royalties herein specified are paid on said oil at the same rate under the same conditions as provided for oil regularly produced.

15. Lessee shall pay damages caused by his operations to growing crops on said land.

16. The Lessee shall have the right to remove all machinery and fixtures placed on said premises, including the right to draw and remove the casing, provided however that the casing shall not be drawn and removed until after thirty (30) days written notice to the Commissioner of the General Land Office and to the owner of the soil.

17. If the estate of either party hereto is assigned, and the privilege of assigning in whole or in part is expressly allowed, the covenants hereof shall extend to their heirs, executors, administrators, successors or assigns, but no change in the ownership of the land or assignments of rentals or royalties shall be binding on the Lessee until after the Lessee has been furnished with a written transfer or assignment or true copy thereof; and it is hereby agreed in the event this lease shall be assigned as to a part or as to parts of the described lands and the assignee or assignees of such part or parts shall fail or make default in the payment of the proportionate part of the rentals due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers the part or parts of said lands upon which the said Lessee or any assignee thereof shall make due payment of said rentals, unless the assignor or assignee shall fail to file a certified copy of such assignment in the General Land Office prior to the next rental paying date, in which event the entire lease shall terminate for failure to pay the entire rental due as provided in paragraph Numbered Three hereof.

18. Lessee may, at any time, and from time to time, execute and deliver to the owner of the soil or place of record, a release or releases covering any portion or portions of the above described premises, and thereby surrender this lease as to such portion or portions, and be relieved of all subsequent obligations as to acreage surrendered. In the event any part of this lease is surrendered, as above provided, the delay rental then payable hereunder shall thereupon be reduced in the proportion that the acreage surrendered bears to the acreage which was covered by this lease immediately prior to such surrender, provided such release shall not thereby relieve the Lessee of any liabilities which may have accrued in connection with the lease prior to the surrender of such acreage.

19. Provided further that in the event all or any part of this lease is assigned or released such assignment or release shall be recorded in the county where the land is situated and a copy of such recorded instrument certified by the county clerk, shall be filed in the GENERAL LAND OFFICE accompanied by filing fee of one dollar (\$1.00) thereon.

20. It is further recognized that before this lease is effective a certified copy thereof shall be filed in the General Land Office in accordance with House Bill No. 9, Act approved June 19, 1939, which is construed as meaning certified copy made by the County Clerk from his records.

21. It is further agreed that the bonus due the State hereunder shall accompany such certified copy to the General Land Office.

22. The owner of the soil hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee shall have the right at any time to redeem for the owner of the soil by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by the owner of the soil, and be subrogated to the rights of the holder thereof, to the extent that Lessee may apply any rental or royalty due the owner of the soil from Lessee until any obligation thus incurred by the owner of the soil is discharged.

THE STATE OF TEXAS,)
COUNTY OF EL PASO.)

BEFORE ME, the undersigned authority, on this day personally appeared A. W. NORCOP, a single man, and GREGORY S. J. NORCOP and his wife, MABEL KNOFF NORCOP, all known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and each in the capacity therein stated, and said MABEL KNOFF NORCOP having been examined by me privily and apart from her husband, GREGORY S. J. NORCOP, and having the same fully explained to her, she, said MABEL KNOFF NORCOP, acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 6th day of January, A. D. 1953.

Vivian L. Billing
Notary Public in and for
El Paso County, Texas.

23. This lease is issued under provisions of Subdivision 3, Chapter 4, Title 86, of the Revised Statutes of the State of Texas, 1925, and amendments thereto, commonly known as the Relinquishment Act, and should there be any provisions herein not in conformity with said Act, the law is recognized and understood to prevail notwithstanding anything in this lease to the contrary.

IN WITNESS WHEREOF, this instrument is executed on the date first above written.

A.W. Norcop
A.W. Norcop, Individually and as
agent for the State of Texas

William A. Norcop
William A. Norcop, Individually and as agent for the State of Texas

Lenna Marie Norcop Darcy
Lenna Marie Norcop Darcy, Individually
and as agent for the State of Texas

Gregory S.J. Norcop
Gregory S.J. Norcop Individually and as agent for the State of Texas

W.M. Darcy
W. M. Darcy

Mabel Knopf Norcop
Mabel Knopf Norcop
Individually and as agent for the State of Texas

Individually and as agent for the State of Texas

NOTE: Section 4a, House Bill No. 9, Act of June 19, 1939, provides that leases shall not be effective until a certified copy thereof (which is construed as meaning certified copy by the County Clerk) is filed in the Land Office, and that leases shall not be binding upon the State unless they recite the actual and true consideration paid or promised therefor.

NOTE: If this lease be executed by the owner of an undivided interest in the entire surface estate, and should production be secured while an undivided interest only in the above described land is covered by lease, the royalty to be paid to the State under this lease shall be at the royalty rate specified in Paragraph numbered 1 hereof of the interest covered by this lease plus the value of the whole production allocable to all of the undivided interest not covered by lease, less the proportionate development and production costs allocable to such undivided interest, but in no event shall the State receive as royalty on the gross production allocable to the undivided interest not leased an amount less than the value of 1/16 of such gross production.

DOUBLE ACKNOWLEDGMENT

STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority, on this day personally appeared

W.M. Darcy and Lenna Marie Norcop Darcy his wife,
both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacity therein stated, and the aforesaid wife, having been examined by me privily and apart from her husband, and having the same fully explained to her, acknowledged said instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and the seal of office, this the 6th day of January, A. D. 1953

Livian S. Billing
Notary Public in and for

My Commission expires:
May 31, 1953.

El Paso County, Texas

SINGLE ACKNOWLEDGMENT

STATE OF CALIFORNIA
City and County of SAN FRANCISCO

Before me, the undersigned authority, on this day personally appeared

WILLIAM A. NORCOP, a single man, known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the 3rd day of January, A. D. 1953.

My Commission expires:
May 23, 1956

San Francisco County, California

SINGLE ACKNOWLEDGMENT

STATE OF
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office, this the _____ day of _____, A. D. 19____

Notary Public in and for

County, _____

FORM 51

GENERAL LAND OFFICE

Reg. #21841

44-332

Austin, Texas

Jan. 17 1953

Received from Buffalo Oil Company

Dallas, Texas

Two Thousand and No/100 and one hundredths Dollars

For State's portion of the cash bonus due on State Lease M-39970.

Bascom Giles

POSTED

M. F. 39978

BONUS PAYMENT

FILED

Jan 17 19 23
Bascom Giles

COMMISSIONER

A. L.

CLERK

FORM 51

GENERAL LAND OFFICE

Reg. No. 24724

Fund No. 44-332

Austin, Texas December 12, 1953

Received from Buffalo Oil Company, Gulf States Bldg., Dallas, Texas

\$160.00 One Hundred Sixty and NO/100.....DOLLARS

For RENTAL on 320 Acres. S/2 of Sec. 10, Blk. 56, Tsp. 3, T&P Ry Co

REEVES COUNTY (Period 1-2-54 to 1-2-55)

State Lease M-39970

POSTED

Bascom Giles

df

4-3
F. 39970

RENTAL PAYMENT

DEC 1 2 1953

FILED

Bascom Files

COUNTDOWN

ED

Buffalo Oil Company

NAME OF COMPANY

Check No. 1224 Vo. # 11-24

Date November 18, 1954

Buffalo Oil Company

has this day

Paid Direct To

~~XXXXXXXX~~ Commissioner of General Land Office, Austin, Texas the sum of

ONE HUNDRED SIXTY and No/100 * * * * * Dollars, for the credit of persons named below

in amounts stated in payment of Annual Delay Rentals under oil and gas

lease of lands in the state of Texas from January 2, 1955 to January 2, 1956

covering S $\frac{1}{2}$ Section 10, Block 56, T-3, T&P Ry. Co. Survey

LEASE NO.	FOR CREDIT OF	AMOUNT	COUNTY	ACRES
T-892 Norcop, A. W.	State of Texas (M-39970)	\$160.00	Reeves	320.0

RECEIVED

NOV 19 1954

GENERAL LAND OFFICE

20454

To be Retained by Bank

or Sent to Land Owner

Date Received NOV 19 1954 19

Sign here Bascom Giles

By _____ Cashier.

4
M. F.

39978

RENTAL PAYMENT

FILED

Nov 19. 74

Bascom Hill

ED

CLOSED

BUFFALO OIL COMPANY

NAME OF COMPANY

Check No. 1922 Vo. No. 11-89

Date December 8, 19 55

Buffalo Oil Company

has this day

zzzzzzzzzz Paid to: Commissioner of General Land Office, Austin, Texas

the sum of

One Hundred Sixty and no/100- - - - - Dollars, for the credit of persons named below

in amounts stated in payment of Annual Delay Rental under oil and gas

lease of lands in the state of Texas from January 2, 1956 to January 2, 1957

covering

S $\frac{1}{2}$ Sec. 10, Blk. 56, T-3 T&P Ry. Co. Survey

LEASE NO.	FOR CREDIT OF	AMOUNT	COUNTY	ACRES
T-892 A. W. Norcop	State of Texas (M-39970)	\$160.00	Reeves	320

RECEIVED

DEC 10 1955

26129

GENERAL LAND OFFICE

Loare K. K. K.

To be Retained by Bank

Date Received 19

or Sent to Land Owner

Sign here

By

Cashier.

5

M. F. 29990

Rental Payment

Filed Dec 10 19 53

J. EARL RUDDER

Commissioner

EO
Clerk

BUFFALO OIL COMPANY, TULSA, OKLAHOMA

12-2

RENTAL
CHECK

Nº 408

CHECK DATE December 12, 1956

FOR DEPOSIT TO THE CREDIT OF PERSONS LISTED BELOW AS RENTAL UNDER OIL, GAS, AND MINERAL LEASE:

DATED	FOR PERIOD OF	BEGINNING	LEASE NO. AND NAME
1-2-53	12 MONTHS	1-2-57	T-892 Norcop, A. W.

\$160.00

TO THE ORDER OF

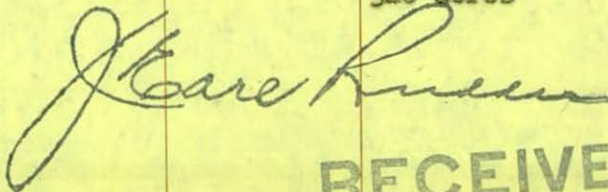
Commissioner of General Land Office
Austin, Texas

RECEIVED, OF BUFFALO OIL COMPANY, THE RENTAL CHECK IDENTIFIED HEREON, AND IN THE AMOUNT SHOWN, WHICH AMOUNT HAS BEEN DEPOSITED TO THE CREDIT OF PARTIES NAMED BELOW.

DATE (GIVE DATE RECEIVED
NOT DATE OF ENTRY)

BY TITLE
PLEASE DATE AND SIGN

NON-NEGOTIABLE

BUF-61	FOR CREDIT OF	AMOUNT	BEING PAYMENT MADE UNDER INSTRUMENT DESCRIBED ON ATTACHED CHECK, COVERING THE FOLLOWING DESCRIBED LANDS:
	State of Texas (M-39970)	\$160.00	S/2 Sec. 10, Blk. 56, T-3, T&P Ry. Co. Survey, Reeves County, Texas 320 acres
			 RECEIVED DEC 14 1956 25818 GENERAL LAND OFFICE

BANK COPY

6

M. F. 39970

Rental Payment

File: DEC 14 1956 19

J. EARL RODDER

Commissioner

NS

Clerk

BANK COPY

RECEIVED

DEC 14 1956

RECEIVED

[Handwritten signature]

NON-NEGOTIABLE

FOR CREDIT OF

TO THE ORDER OF

TO THE ORDER OF

TO THE ORDER OF

MONETARY

CHECK

DATE

CHECK

BUFFALO OIL COMPANY, LUBRIC OILS

CHECK No

100

January 9, 1957

The Buffalo Oil Company
1500 First National Building
Tulsa 3, Oklahoma

of

RE: State Lease M-39970, S 1/2
of Section 10, Block 56
TSP 3, Reeves County

Gentlemen:

According to the information received in this office, the TOL Oil Corp. has completed an oil well within 1000' of your lease.

This well is located approximately eight miles south east of Orla and is in Section 17, Block 56, TSP 3, 990' from the north line and 330' from the west line of Section 17. This well was completed June 2, 1956, to a total depth of 3429' with an initial production of 58 barrels of oil per day through a 12/64 inch choke in the Delaware Sand.

I feel quite sure that you are familiar with the contents of Art. 5369, Senate Bill 498, Section 1 pertaining to the drilling of offset wells. If you have not commenced preparations for drilling such an offset well, I do hereby respectfully request that you initiate the necessary steps. Please inform this office as to the present status of your lease and your intentions toward satisfying this offset obligation.

With my kindest regards, I remain

Sincerely yours,

EARL RUDDER, COMMISSIONER

BY

John Allison
Chief Supervisor
Mineral Development

BG/cd

①

M. F. 39970

CORRESPONDENCE IN "C" FILE

to Dept of Justice

FILED

1-9

57

J. EARL RUDDER

COMMISSIONER

CA

CLERK

BUFFALO OIL COMPANY

A MARYLAND CORPORATION

FIRST NATIONAL BUILDING

TULSA 3, OKLAHOMA

January 22, 1957

ADDRESS REPLY TO:
407 V & J TOWER
MIDLAND, TEXAS

Mr. John Allison
Chief Supervisor
Mineral Development
General Land Office
Austin 14, Texas

Re: State Lease M-39970, S/2
Section 10, Block 56, Twp. 3,
Reeves County, Texas

Dear Sir:

Your letter of January 9, 1957, addressed to our Tulsa office, was forwarded to Midland for our handling. We appreciate your calling to our attention Article 5369, Senate Bill 498, Section 1, pertaining to the drilling of offset wells. At this time we are negotiating with another company in an effort to get a test well started on the lease in the immediate future. We will attempt to satisfy the State as to the offset obligation and I will keep you advised of our progress in the matter.

Yours very truly,

BUFFALO OIL COMPANY

Harry W. Hitt
Harry W. Hitt
District Landman

HWH:jp

24
RECEIVED
JAN 24 1957
GENERAL LAND OFFICE

(8)

M. F. 39970
CORRESPONDENCE IN FILE

from Buffalo Oil Co.
FILED 1-22 1927

J. EARL RUDDER

COMMISSIONER

cd
CLERK

Buffalo Oil Co.
CORRESPONDENCE

Buffalo Oil Co.
1500 First Nat. Bldg.
Tulsa, Okla,

RENTAL STATEMENT
OIL & GAS LEASE

RE: STATE LEASE M-39970

DESCRIPTION:

RENTAL PERIOD: 1-2-58 to 1-2-59

AMOUNT DUE: \$32.00

INTEREST:

TOTAL DUE: \$32.00

RENTAL IS DUE THE STATE OF TEXAS ON THE CAPTIONED LEASE FOR THE ACREAGE AND PERIOD DESCRIBED. PLEASE REMIT THE NECESSARY AMOUNT PROMPTLY SO THAT YOUR ACCOUNT MAY BE BROUGHT UP TO DATE.

YOUR ATTENTION IS CALLED TO THE PROVISIONS OF THE CAPTIONED LEASE WHICH REQUIRE THAT THIS RENTAL PAYMENT BE PAID THE GENERAL LAND OFFICE IN ADVANCE FOR THE PERIOD COVERED. FAILURE TO PAY THIS RENTAL OBLIGATION MAKES THIS LEASE SUBJECT TO FORFEITURE AS PROVIDED FOR IN ARTICLE 5372, V. A. C. S.

SINCERELY YOURS,

J. EARL RUDDER, COMMISSIONER
OF THE GENERAL LAND OFFICE
AUSTIN, TEXAS

DATE: 1/9/58

11-39770
Pencil 2127
1/9/58 98

RECEIVED
JAN 13 1958
GENERAL LAND OFFICE

28944

M-39970

AFFIDAVIT

THE STATE OF TEXAS X
 X
COUNTY OF MIDLAND X

BEFORE the undersigned authority on this day personally appeared NEAL A. TAYLOR, of lawful age, who, being by me first duly sworn on oath, deposes and says as follows:

I, Neal A. Taylor, am employed by Buffalo Oil Company in the capacity of District Production and Drilling Superintendent and know of my own personal knowledge that Buffalo Oil Company did execute a farmout letter agreement addressed to M. E. Daniel covering oil and gas lease dated January 2, 1953 between A. W. Norcop, et al, Individually and as Agents for the State of Texas, lessor, and Buffalo Oil Company, lessee, covering the South 1/2 of Section 10, Block 56, Township 3, T. & P. Ry. Co. Survey, Reeves County, Texas;

And, that M. E. Daniel, as operator, did commence drilling operations on this lease on December 29, 1957 at a location 330 feet from the south line and 2310 feet from the west line of said Section 10;

And, that drilling operations are now in progress.

Further affiant saith not.

Neal A. Taylor
Neal A. Taylor

SWORN to and subscribed before me on this 8th day of January, 1958.

Margaret M. Pielly
Notary Public in and for Midland
County, Texas.

THE STATE OF TEXAS X
 X
COUNTY OF MIDLAND X

BEFORE ME, the undersigned authority, on this day personally appeared Neal A. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of January, A. D. 1958.

Margaret M. Pielly
Notary Public in and for Midland
County, Texas

44088

RECEIVED
JAN 13 1958
GENERAL LAND OFFICE

M-38970

AFFIDAVIT

THE STATE OF TEXAS
X
X
X
COUNTY OF MIDLAND

BEFORE the undersigned authority on this day personally appeared NEAL A. TAYLOR, of lawful age, who, being by me first duly sworn on oath, depose and says as follows:

I, Neal A. Taylor, am employed by Buffalo Oil Company in the capacity of District Production and Drilling Superintendent and know of my own personal knowledge that Buffalo Oil Company did execute a farmout letter agreement addressed to M. E. Daniel covering oil and gas lease dated January 2, 1953 between A. W. Norcop, et al, individually and as Agents for the State of Texas, lessor, and Buffalo Oil Company, lessee, covering the South 1/2 of Section 10, Block 26, Township 3, T. & P. Ry. Co. Survey, Reeves County, Texas;

And, that M. E. Daniel, as operator, did commence drilling operations on this lease on December 29, 1957 at a location 330 feet from the south line and 2310 feet from the west line of said Section 10;

And, that drilling operations are now in progress.

Further affiant saith not.

Neal A. Taylor
Neal A. Taylor

SWORN to and subscribed before me on this 8th day of January, 1958.

My commission expires
Notary Public in and for Midland County, Texas.

THE STATE OF TEXAS
X
X
X
COUNTY OF MIDLAND

BEFORE ME, the undersigned authority, on this day personally appeared Neal A. Taylor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 8th day of January, A. D. 1958.

My commission expires
Notary Public in and for Midland County, Texas.

10
Affidavit of Drilling
1-13-58
P. 2

BUFFALO OIL COMPANY, TULSA, OKLAHOMA

RENTAL CHECK N^o 1-2 1569

CHECK DATE 1-10-58

\$0.10 per acre Statutory

FOR DEPOSIT TO THE CREDIT OF PERSONS LISTED BELOW AS RENTAL UNDER OIL, GAS, AND MINERAL LEASE:

DATED	FOR PERIOD OF	BEGINNING	LEASE NO. AND NAME
1-2-53	12 MONTHS	1-2-58	T-892 A. W. Norcop

TO THE ORDER OF

Commissioner of the General Land Office
State of Texas
Austin, Texas

\$32.00

RECEIVED, OF BUFFALO OIL COMPANY, THE RENTAL CHECK IDENTIFIED HEREON, AND IN THE AMOUNT SHOWN, WHICH AMOUNT HAS BEEN DEPOSITED TO THE CREDIT OF PARTIES NAMED BELOW.

DATE (GIVE DATE RECEIVED NOT DATE OF ENTRY)

RETURN TO:

BUFFALO OIL COMPANY
1500 FIRST NATIONAL BUILDING
TULSA, OKLAHOMA

BY TITLE
PLEASE DATE AND SIGN

BUF-61 FOR CREDIT OF

State Lease M-39970

AMOUNT

\$32.00

BEING PAYMENT MADE UNDER INSTRUMENT DESCRIBED ON ATTACHED CHECK COVERING THE FOLLOWING DESCRIBED LANDS:

S/2 Section 10, Certificate No. 5156,
Block 56, Township 3, T & P RR Co
Survey. 320 acres in Reeves County,
Texas.

28944

RECEIVED

JAN 13 1958

GENERAL LAND OFFICE

RENTAL RECEIPT

Carl R. Rucker

11

M. F.

39970

Rental Payment

Filed

JAN 13 1958

19

J. EARL RUDDER

Commissioner

XS

Clerk

AMERICAN AIRLINE SYSTEMS, INC. NEW YORK, N.Y.

TO THE ORDER OF

FOR DEPOSIT

NEW YORK, N.Y. 10017

JAN 13 1958

GENERAL INVESTMENT

RENTAL RECEIPT

M. E. DANIEL

P. O. BOX 711
BRECKENRIDGE, TEXAS

December 31, 1957

m-39970
General Land Office
State of Texas
Austin, Texas

Re: Norcop-State Lease
Reeves County, Texas

Gentlemen:

This is to advise that M. E. Daniel has excuted a farmout agreement with the Buffalo Oil Company, covering an oil and gas lease in Reeves County, Texas as follows:

Oil and gas lease dated January 2, 1953 between A. W. Norcop, et al, individually and as agents for the State of Texas, Lessor, and Buffalo Oil Company, Lessee, covering the South 1/2 Section 10, Block 56, Township 3, T. & P. Ry. Co. Survey, Reeves County, Texas.

Drilling operations were commenced on this lease on December 29, 1957 at a location 330 feet from the south line and 2310 feet from the west line of Section 10. A plat of the location is attached.

If any further information on this subject is desired, please advise.

Yours very truly,

Donald E. Radtke

Donald E. Radtke
General Superintendent

DER:bc

cc: Buffalo Oil Company
File

RECEIVED

JAN 2 1958

GENERAL LAND OFFICE

12.

M. F.

39970

FILED DEC 31 1957 19

J. EARL RUDDER

COMMISSIONER

EQ

CLERK

JAN 2 1958 m-3 9970

GENERAL LAND OFFICE

CITIES SERVICE

Laura B. Pierce

GULF
"BP"

Lindley State

BUFFALO

6.

T.X.L.

7.

8.

11.

10.

9.

SUNRAY MID-CONTINENT

BUFFALO

KEN REGAN

CITIES SERV.

T.X.L.

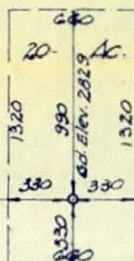
T.X.L.

M.E. DANIEL

GULF

TXL OIL CORP
"Reeves Fee"

2310



A.W. Norcop
State

16.

T.X.L.

17.

18.

CONTINENTAL
K.M. REGAN (5/2)

C.E. Bolinger

• 2.

T.X.L. OIL CORP
"A"

M.T. Ritchey

I, Max Schumann, Jr., Registered Professional and Licensed State Land Surveyor, State of Texas, hereby certify that this survey was made by me on the ground, and that this plat is a correct representation thereof.

This 21st day of Dec. 1958

Max A. Schumann, Jr.
Reg. Prof. Engr. and Licensed State Land Surveyor

JENKINS & SCHUMANN
Registered Civil Engineers

Box 504 Phone 4-7802

Midland, Texas

SURVEY PLAT

M. E. DANIEL

WELL NO. 1,
NORCOP-STATE LEASE

330 ft fr SOUTH, 2310 ft fr WEST lines
SECTION 10, BLOCK 56, Twp-3, T&P RR Surv

REEVES COUNTY, TEXAS

Scale: 1" = 1000'

JOB NO.

3973

12- 39970
M. F. _____

Plat. #1

FILED JAN 2 1958 10

J. EARL RUDDER

COMM SS. C. 1

EO
CLERK

RECEIVED
JAN 10 1958

MILTON E. DANIEL ESTATE

POST OFFICE BOX 711
BRECKENRIDGE, TEXAS

December 30, 1958

Commissioner of the General Land Office
State of Texas
Austin, Texas

Received this date Check No. 1902, dated 12/30/58, in the amount of \$ 32.00
which check covers 10¢ per acre statutory rental on State Lease No. M 39970,
S/2 Section 10, Certificate No. 5156, Blk. 56, Township 3, T&P RR Co. Survey
320 acres in Reeves County, Texas

General Land Commissioner

RECEIVED

DEC 31 1958

GENERAL LAND OFFICE

32710

M. F. 39970

~~CORRESPONDENCE FILE~~

Postal Payment
to *Milton E. Daniel*

From

due 31-1958
AK DEC 30 1958

Dated

MILTON E. DANIEL ESTATE

BRECKENRIDGE, TEXAS

RECEIVED
DEC 31 1958
FEDERAL BUREAU OF INVESTIGATION

353410

BUFFLO OIL COMPANY
1500 FIRST NATIONAL BUILDING
TULSA, OKLAHOMA

RENTAL STATEMENT
OIL & GAS LEASE

Re: STATE LEASE M-39970

Description:

Rental Period: 1-2-60 to 1-2-61

Amount Due: \$32.00

Interest:

TOTAL DUE: \$32.00

Rental is due the State of Texas on the captioned lease for the acreage and period described. Please remit the necessary amount promptly so that your account may be brought up to date.

Your attention is called to the provisions of the captioned lease which require that this rental payment be paid the General Land Office in advance for the period covered. Failure to pay this rental obligation makes this lease subject to forfeiture as provided for in Article 5372, V. A. C. S.

Sincerely yours,

BILL ALLCORN, COMMISSIONER
OF THE GENERAL LAND OFFICE
AUSTIN, TEXAS

Date: 1-7-60

15. M_ 39970

RENTAL STATEMENT

DATED: JAN 7, 1960 GGW

(DETACH AT PERFORATION AND RETAIN)

Nº 2040

IN FULL SETTLEMENT OF ACCOUNT
COVERED BY THIS VOUCHER

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

Lease Rental on S/2 of Sec. 10, Certificate No. 5156,
Block 56, Township 3, T & P R R Co. Survey,
320 acres in Reeves County, Texas

\$32.00

32620

M-39970

RECEIVED
JAN 13 1960

12
MILTON E. DANIEL ESTATE

16

M. F. 34970

Rental Payment

Filed JAN / 3 1960 10

BILL ALLCOCK

Commissioner

#5

Clerk

DANOIL, INC.

TRUST DEPT.
P. O. BOX 2260
FORT WORTH 2, TEXAS

P. O. BOX 711
BRECKENRIDGE, TEXAS

December 15, 1960

RECEIVED

DEC 19 1960

General Land Office

30517

We have received this _____ day of December, 1960, Danoil, Inc.'s
Check No. 1085 dated December 15, 1960, and in the amount of \$32.00,
which amount represents ten cents per acre statutory rental on State Lease
No. M 39970, being the South 1/2 of Section 10, Certificate No. 5156,
Block 56, Township 3, TPRR Company Survey, 320 acres, more or less,
in Reeves County, Texas, for the one-year lease period beginning
January 2, 1961.

General Land Commissioner

Rm

M. F. 39970
Rental Payment
Filed DEC 19 1960 19
BILL ALLCORN
#5 Commissioner
Clerk

DANOIL, INC.

SUITE 704

THE FIRST NATIONAL BANK BLDG.

FORT WORTH 2, TEXAS

We have received this 5th day of December, 1961, Danoil, Inc.'s
Check No. 4599 dated December 4, 1961, in the amount of \$32.00,
which amount represents ten cents per acre statutory rental on
State Lease No. M 39970, being the South 1/2 of Section 10,
Certificate No. 5156. Block 56, Township 3, TPRR Company Survey,
320 acres in Reeves County, Texas, for the period beginning January
2, 1962 and ending January 2, 1963.

Commissioner of the General Land Office
of the State of Texas

33206

Received
Dec 5, 1961
General Land Office
B. O.

DANOIL, INC.

December 7, 1962

SUITE 704

THE FIRST NATIONAL BANK BLDG.

FORT WORTH 2, TEXAS

Commissioner of the
General Land Office
State of Texas
Austin, Texas

Dear Sir:

We enclose our check No. 8486 in the amount of \$32.00 for statutory lease rental on State Lease No. M39970, said rental being for the one-year lease period beginning January 2, 1963. Please sign the enclosed receipt and return the original in the enclosed envelope.

Yours very truly,


R. E. Crawford

REC:dh
Encl.

38377

RECEIVED

DEC 11 1962

General Land Office

19.

M. F. 39970

CORRESPONDENCE FILE

~~To~~

Nanoil Inc.

From

Dated 12-7-62

RECEIVED
DEC 11 1962
General Land Office

Ref # 38377

Commissioner of the General Land Office
of the State of Texas

1964.
for the period beginning January 2, 1963 and ending January 2,
3, TMR Company Survey, 320 acres in Reeves County, Texas,
1/2 of Section 10, Certificate No. 2156. Block 26, Township
statutory rental on State Lease No. M 39970, being the South
of \$32.00, which amount represents ten cents per acre
Inc.'s Check No. 8486 dated December 7, 1962, in the amount
We have received this _____ day of December, 1962, Darnell,

Clerk

\$5

JERRY SADLER, COMMISSIONER

Filed DEC 11 1962

Rental Payment

M.F. 39970

DANOIL INC.

N^o 8486

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

Statutory Rental Due on State Lease No. M 39970
covering S/2 of Sec. 10, Block 56, TPRR Co. Survey,
Reeves County, Texas, Being 320 acres at 10¢ per acre,
for period beginning Jan. 2, 1963 and ending Jan. 2, 1964

38377

RECEIVED

32.00

DEC 11 1962

General Land Office

(DETACH STATEMENT BEFORE DEPOSITING)

Clerk

RECEIVED

DEC 11 1962

General Land Office

5156

We have received this _____ day of December, 1962, Danoil,
Inc.'s Check No. 8486 dated December 7, 1962, in the amount
of \$32.00, which amount represents ten cents per acre
statutory rental on State Lease No. M 39970, being the South
1/2 of Section 10, Certificate No. 5156. Block 56, Township
3, TPRR Company Survey, 320 acres in Reeves County, Texas,
for the period beginning January 2, 1963 and ending January 2,
1964.

Commissioner of the General Land Office
of the State of Texas

RECEIVED

DEC 11 1962

General Land Office

Reg # 38377

21

Lease No. 39970

Receipt For RENTAL PAYMENT

Date DEC 7 1963

Jerry Sadler
Jerry Sadler
Commissioner

Filed By JK

Date

GENERAL LAND OFFICE

AUSTIN, TEXAS

RENTAL RECEIPT

(21)

Received From

For

For Period Ending:

State Lease No.

Register No.

Control No.

REMARKS:

In Correspondence Refer to the State Lease Number

Commissioner of the General Land Office

DANOIL, INC. 2

Nº 11564

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

1 year statutory lease rental State lease No. M-39970
1-2-64 to 1-2-65, covering S/2 Sec 10, Blk 56, TPRR Co Sur
Reeves County, Texas, being 320 acres at 10¢ per acre

37466

32.00

RECEIVED

DEC 7 1963

General Land Office

(DETACH STATEMENT BEFORE DEPOSITING)

RENTAL RECEIPT

GENERAL LAND OFFICE

AUSTIN, TEXAS

Date _____

Received From _____

_____ Dollars \$ _____

For _____, _____ County

State Lease No. _____

For Period Ending: _____

Register No. _____

Control No. _____

Commissioner of the General Land Office

REMARKS:

In Correspondence Refer to the State Lease Number

DANOIL, INC.

SUITE ~~XX~~ 1700

THE FIRST NATIONAL BANK BLDG.
FORT WORTH 2, TEXAS

Dec 2, 1964

Commissioner of the
General Land Office
State of Texas
Austin, Texas

Dear Sir:

We enclose our check No 14519 in the amount of \$32.00 for statutory lease rental on State Lease No M-39970, said rental being for the one year lease period beginning Jan 2, 1965. Please sign the enclosed receipt and return the original in the enclosed envelope.

Yours very truly,
DANOIL, INC


H. T. Webster
Vice President

HTW:TM

RECEIVED

DEC 3 1964

General Land Office

35755

39970

Retal Payment

Filed DEC 3 1964 10

JERRY BADER, COMMISSIONER

sk

0107K

23 M.F. 39970

Rental Payment

Filed DEC 7 1965 19

JERRY SADLER, COMMISSIONER


Clark

DANOIL, INC. 2

H. Worth, Tex
12

Nº 17336

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

One (1) Year Statutory Lease Rental State Lease No. M.-
39970 1/2/66 to 1/2/67, Covering S/2 Sec. 10, Blk. 56
TPRR Co. Sur. Reeves County, Texas Being 320 Acres at
10Cents Per Acre.

37887

RECEIVED

32.00

DEC 7 1965

(DETACH STATEMENT BEFORE DEPOSITING)

General Land Office

DANOIL, INC.

A CONSUMING ASSETS CORPORATION

5TH FLOOR
THE FIRST NATIONAL BANK BLDG.
FORT WORTH 2, TEXAS

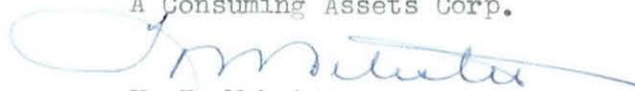
December 2, 1966

Commissioner of the
General Land Office
State of Texas
Austin, Texas 78710

Dear Sir:

We enclose our check No. 19608 in the amount of \$32.00
for statutory lease rental on State Lease No. M-39970,
said rental being for the one year lease period beginning
Jan. 2, 1967. Please sign the enclosed receipt and
return the original in the enclosed envelope.

Yours very truly,
Danoil, Inc.
A Consuming Assets Corp.



H. T. Webster
Vice President

HTW:mb

OK 32.00

36768

RECEIVED

DEC 3 1966

General Land Office

(24)

H. H.

39970

Rental Payment

NI 41

12-5-1966

JERRY SALLER, COMMISSIONER

J. Saller

Clerk

(25)

M.F. 39970

Rental Payment

Filed 12-5 1967

JERRY SADLER, COMMISSIONER

WJL

Clerk

General Land Office

DEC 5 1968

RECEIVED

M.F. 39970

Rental Payment

Filed 12-5 1968

JERRY SADLER, COMMISSIONER

BL

Clerk

(25)

(26)

DANOIL, INC.

J. Howard

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

One (1) Year Statutory Lease Rental
 State Lease No. M-39970 1/2/68 to 1/2/69
 Covering S/2 Sec 10 Blk 56 TPRR Co. Sur.
 Reeves County Texas Being 320 Acres at
 10 Cents Per Acre

32750

RECEIVED

DEC 5 1967

General Land Office

(DETACH STATEMENT BEFORE DEPOSITING)

Nº 21598

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

One (1) Year Statutory Lease Rental
 State Lease No. M-39970 1/2/69 to 1/2/70
 Covering S/2 Sec 10 Blk 56 TPRR Co. Sur.
 Reeves County Texas Being 320 Acres At
 10 Cents Per Acre

37677

ck

32 00

Received GLO
 12-5-68

1-2-69/1-2-70

(DETACH STATEMENT BEFORE DEPOSITING)

DANOIL, INC.

J. W. H. H.

DANOIL, INC.

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

Nº 24405

Statutory Rental for period 1-2-70 to
1/2/71 on Norcop State Lease

Danoil Inc. ✓

Fort Worth, Tex ✓

M-39970

ck. 32.00

37258

32.00

RECEIVED

DEC 4 1969

General Land Office

(12)

(DETACH STATEMENT BEFORE DEPOSITING)

DANOIL, INC.

A CONSUMING ASSETS CORPORATION

December 3, 1969

5TH FLOOR

THE FIRST NATIONAL BANK BLDG.
FORT WORTH 2, TEXAS

General Land Commissioner
State of Texas
Austin, Texas

Please find enclosed a check in the amount of \$32.00 for the statutory rental for period 1-2-70 to 1-2-71 on Norcop State Lease. We also have enclosed a receipt and self-addressed envelope which should be completed and returned to us.

Thank you.

Very truly yours,

Gail Steveson
Gail Steveson

RECEIVED

DEC 4 1969

General Land Office

Ch 32⁰⁰

37258

(21)
M.F.

39970

Rental Payment

Filed

12-4 1969

JERRY SADLER, COMMISSIONER

EM

Clerk

DANOIL, INC.

A CONSUMING ASSETS CORPORATION

December 14, 1970

5TH FLOOR
THE FIRST NATIONAL BANK BLDG.
FORT WORTH 2, TEXAS

General Land Commissioner
State of Texas
Austin, Texas, 78711

M-39970

Dear Sirs:

Please find enclosed a check in the amount of \$32.00 for the statutory rental for period 1-2-71 to 1-2-72 on Norcop State Lease. We also have enclosed a receipt and self-addressed envelope which should be completed and returned to us.

Thank you.

Very truly yours,

Gail Steveson
Gail Steveson

38297

RECEIVED

DEC 17 1970

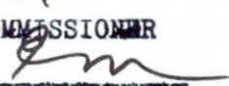
General Land Office

M.F. 39970

Rental Payment

Filed 12-17 19 70

JERRY SADLER, COMMISSIONER



Clerk

22

22

DANOIL, INC.

Nº 26719

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

Statutory Rental of 10 cents per acre
on Norcop State Lease

32.00

Ch. Reg[#] 40411

(DETACH STATEMENT BEFORE DEPOSITING)

DANOIL, INC. ✓

A CONSUMING ASSETS CORPORATION

5TH FLOOR
THE FIRST NATIONAL BANK BLDG.
FORT WORTH 2, TEXAS ✓

December 8, 1971

General Land Commissioner
State of Texas
Austin, Texas, 78711

m-39970
Tsp 3 TP RR
320 ACRES REEVES Co.

Dear Sirs:

Please find enclosed a check in the amount of \$32.00 for the statutory rental for period 1-2-72 to 1-2-73 on Norcop State Lease. We also have enclosed a receipt and self-addressed envelope which should be completed and returned to us.

Thank you.

Very truly yours,

Gail Drake
Gail Drake

12

CK 32.00

40411

RECEIVED

DEC 11 1971

General Land Office

29

M.F. 39970

Rental Payment

Filed 12-11 1971
BOB ARMSTRONG, COMMISSIONER

Clerk

RECEIVED

DEC 11 1971

DANOIL, INC. ✓

Fort Worth ✓

12

Nº 27820

INV. NO. OR DATE

GROSS AMOUNT

DISCOUNT

NET AMOUNT

Statutory rental 10 cents per acre
320 acres on Norcop State Lease

32.00

RECEIVED

DEC 15 1972

37268

General Land Office

(DETACH STATEMENT BEFORE DEPOSITING)

③ M.F. 39970

Rental Payment

Filed 12-15 1972

BOB ARMSTRONG, COMMISSIONER

ns
Clerk

DEPOSITORY COPY

MEMORANDUM OF DEPOSIT BY CONTINENTAL OIL COMPANY

DRAWER 1267, PONCA CITY, OKLA. 74601

VO NO. M-400

PAGE

PAYMENT NO.

CHECK DATE 12-13-73

ACRES 320.00

PERIOD COVERED
MOS. FROM (MO. DAY YR.)

PROP. NO. 089060-000

12 01-02-74

SERIAL NO. M 39970

AMOUNT OF

RECORDING - VOLUME

149

PAGE 284

PAYMENT

COUNTY REEVES

STATE TEXAS

DOLLARS	CENTS
*****	32.00

DEPOSITORY

COMMISSIONER OF THE

OR

GENERAL LAND OFFICE

PAYEE

STATE OF TEXAS

AUSTIN, TEXAS 78701

LESSOR: A. W. NORCOP ET AL

060895

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR Co. Sur.

AMOUNT \$ 32.00 FOR THE CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXASGENERAL LAND OFFICE
AUSTIN, TEXAS 78701

44731

RECEIVED

DEC 15 1973

General Land Office

(31) M.F. 39970

DATE	REMARKS
12-15-73	

Rental Payment
Filed 12-15 1973
BOB ARMSTRONG, COMMISSIONER

MB
Clerk

18514

RECEIVED

DEC 15 1973

General Land Office



Continental Oil Company
P.O. Box 1267
Ponca City, Okla. 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-007

Check Date

Page 1

Payment No. 000038

12-01-74

Acres 320.00

Period Covered

Mos. From (Mo. Day Yr.)

Prop. No. 089060-000-00

12 01 02 75

Serial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****32	.00

County REEVES

State TEXAS

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

35186

RECEIVED

DEC 13 1974

General Land Office

RECEIVED

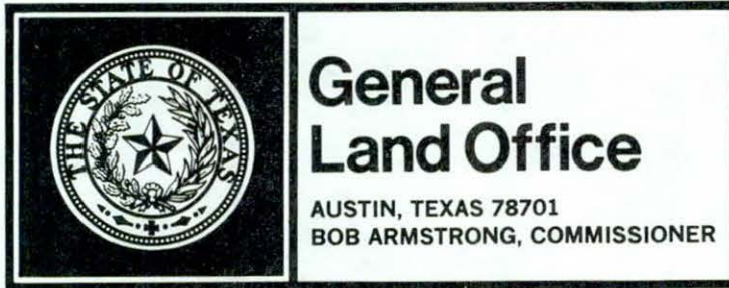
DEC 13 1974

RECEIVED

32790

(3v) M 39970
Rental Payment
12-13-74

COJOCO



July 31, 1975

Adobe Oil Company
1100 Western United Life Building
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-39970
University Lease
block 12
Andrews County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Phillips Petroleum Company's Gas Purchase Statement for October, 1974.

Please file these records at the earliest possible time.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Sincerely yours,

Charles F. Whitsel

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-475-2858
BM/glc

cc: University Oil and Gas
Production Auditor

121
RECEIVED

AUG 9 1975

General Land Office

Rec'd 8-9-75 BM

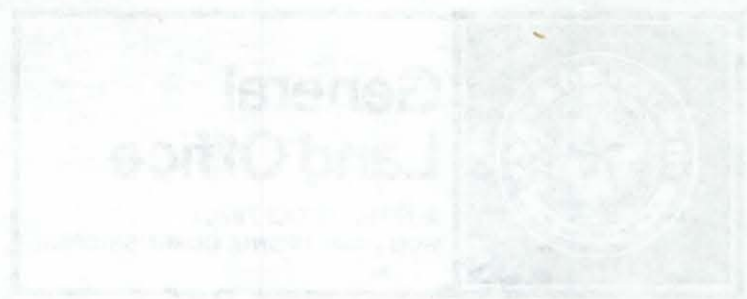
33

M. F. 39970

EXRE

Adole

7-31-75 Run





September 18, 1975

Adobe Oil Company
1100 Western United Life Building
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-39970
University Lease
Block 12 Field
Andrews County, Texas

Gentlemen:

This is to advise that the statutes require certain records to be filed in the General Land Office each month pertaining to production for the preceding month when a lease is producing.

The files of this office do not show the following records to have been received:

Gas Report (Form MA-2) for October, 1974.
Meter No. 020893.

Please file these records at the earliest possible time.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Sincerely yours,

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-435-2858

DGD/glc

34

M. F. 39920
CORRESPONDENCE FILM

To Adelle Rio

From

Dated 9-18-75 g



October 16, 1975

Adobe Oil Company
1100 Western United Life Building
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-39970
University Lease
Block 12
Andrews County, Texas

Gentlemen:

Gas Reports (Form MA-2) are being received indicating General Land Office lease number as **M-64799** for the subject lease.

Our records indicate the correct lease number is **M-39970** not **M-64799** as reported.

Please use lease number **M-39970** on future reports submitted to this office.

Thank you for your cooperation.

Sincerely yours,

Charles F. Whitset, Supervisor
Resource Accounting
Telephone No. 512-475-2858

DGD/glc

cc: University Oil and Gas
Production Auditor

M. F. 39970

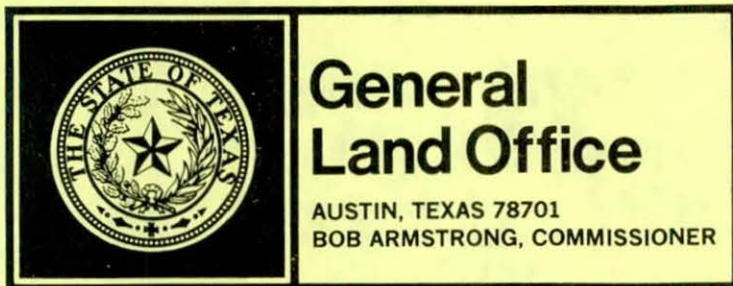
CORRESPONDENCE FILE

To

Adobe Oil

From

Dated 10-16-75gc



October 22, 1975

Adbbe Oil Company
1100 Western United Life Building
Midland, Texas 79701

SECOND REQUEST

ATTENTION: ACCOUNTING MANAGER

RE: State Lease M-39970
University Lease
Block 12 Field
Andrews County, Texas

Gentlemen:

Enclosed is a copy of our letter to you dated **September 18, 1975** and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Charles F. Whitsel, Supervisor
Resource Accounting
Telephone No. 512-475-2858
Enclosure
DGD/glc

M. F. 39970

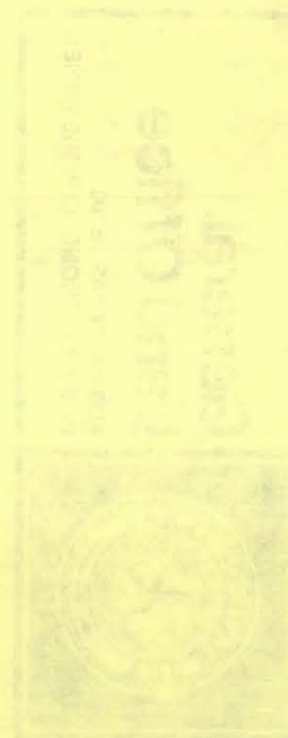
CORRESPONDENCE FILE

To

Adobe Oil

From

Dated 10-22-75 ge





Continental Oil Company
P.O. Box 1267
Ponca City, Okla. 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-006

Payment No. 000037

Acres 320.00

Prop. No. 089060-000-00

Serial No. M 39970

Recording - Volume 000149 Page

County REEVES

Period Covered
Mos. From (Mo. Day Yr.)

12 01 02 76

Check Date

12-01-75

Page

1
RECEIVED

DEC 6 1975

Amount of
Payment

Dollars	Cents
*****32.00	

General Land Office

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:
COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

37549

128

(37) M.F. 39970

Rental Payment

Filed 12-6 1975
BOB ARMSTRONG, COMMISSIONER

ms
Clerk

32123



July 26, 1974

Adobe Oil Company
601 Girls Tower East
Midland, Texas 79701

ATTENTION: ACCOUNTING MANAGER

RE: State Leases M-39970 and M-61179 (Processed)

Gentlemen:

In accordance with the provisions set forth in our Oil or Gas Lease Form, we ask that you furnish this office with a copy of the Contract covering gas sales from the above lease.

The Contract is needed by this office in order to conduct an audit of your gas royalty reports and payments.

In addition to furnishing us with a copy of the Contract under which the gas is sold or processed please complete the attached "Gas Contract Brief".

If this Gas Contract covers more than one lease and/or mineral file number, one brief and copy of the contract will be sufficient, but the specific General Land Office lease and/or mineral file number must be noted in the appropriate spaces provided in the Contract Brief.

This information is needed by this office at your earliest convenience.

Sincerely yours,

A handwritten signature in dark ink, appearing to read "Larry T. Finnell", is written over the "Sincerely yours," line.

Larry T. Finnell, Supervisor Gas Contracts
Source Accounting
Telephone No. 512-475-4541

/sjp
closure

(38)

39970

RESPONSE FILE

Adobe il

7-26-74



September 10, 1974

Adobe Oil Company
601 Gihls Tower East
Midland, Texas 79701

ATTENTION: Accounting Manager

RE: State Leases M-39970 and M-61179 (Processed)

JAN MORRIS
called for Description
gave her 61179 but
39970 is not good
915-683-4701

SECOND REQUEST

Gentlemen:

Enclosed is a copy of our letter to you dated July 26, 1974 and as of this date we have not received a reply to this letter.

In order to expedite the handling of your correspondence, please direct your reply to the undersigned Supervisor.

Your prompt attention to this matter is requested.

Sincerely yours,

Harry T. Finnell, Supervisor
Resource Accounting
Telephone No. 512-475-4541
Enclosure

HF/sjp

(39)

Mr. H. _____

RESPONSE _____

Adobe oil _____

Dated 9-16-74 _____



Continental Oil Company
P.O. Box 1267
Ponca City, Okla. 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-006

Check Date

Page

1

Payment No. 000037

12-01-76

Acres 320.00

Period Covered
Mos. From (Mo. Day Yr.)

Prop. No. 089060-000-00

12 01 02 77

Serial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****32	00

County REEVES

State TEXAS

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

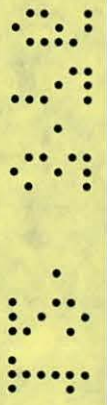
GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

38179

95

40 M-39970
Rental Payment
12-3-76

38773





Continental Oil Company
P.O. Box 1267
Ponca City, Okla. 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-006

Check Date

Page

1

Payment No. 000037

Period Covered

12-01-77

Acres 320.00

Mos. From (Mo. Day Yr.)

Prop. No. 089060-000-00

12 01 02 78

Serial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****	32.00

County REEVES

State TEXAS

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

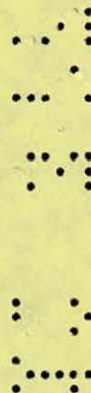
COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

39255

(41) M-39970
Rental Payment
12-3-77

38502





Continental Oil Company
P.O. Box 1267
Ponca City, Okla. 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-006

Check Date

Page

1

Payment No. 000037

Period Covered

12-01-78

Acres 320.00

Mos. From (Mo. Day Yr.)

Prop. No. 089060-000-00

12 01 02 79

Serial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****32	00

County REEVES

State TEXAS

39532

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

42) M-39970
Federal Reserve
12-7-78



Conoco Inc.
P.O. Box 1267
Ponca City, OK 74601

Rental Receipt
Depository Copy

Vol. No. M-0401-006

Check Date

Page

1

Payment No. 000037

Period Covered

12-01-79

Acres 320.00

Mos. From (Mo. Day Yr.)

Prop. No. 089060-000-00

12 01 02 80

Serial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****32	00

County REEVES

State TEXAS

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

39231

7
5
0

3353T

43 (M-39972)
Rental Payment
12-8-79

43



Conoco Inc.
P.O. Box 1267
Ponca City, OK 74601

Rental Receipt
Depository Copy

Vo. No. M-0401-006

Payment No. 000037

Acres 320.00

Prop. No. 089060-000-00

Serial No. M 39970

Recording - Volume 000149 Page

County REEVES

Period Covered

Mos. From (Mo. Day Yr.)

12 01 02 81

Check Date

12-01-80

Page 1

Amount of
Payment

Dollars	Cents
*****32	00

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

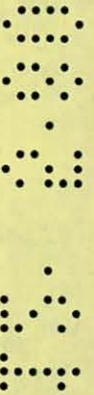
COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

37967

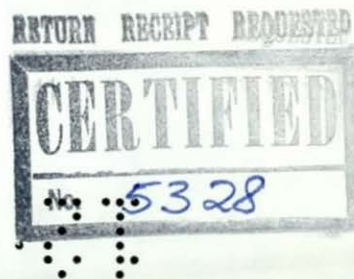
(44) M-39970
Rental Payment
12-5-80

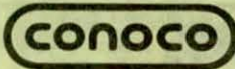
720576





Conoco Inc.
P. O. Box 1267
Ponca City, Oklahoma 74601
Address Correction Requested





Conoco Inc.
P.O. Box 1267
Ponca City, OK 74601

Rental Receipt

Depository Copy

Vo. No. M-0401-006

Payment No. 000037 181040

Acres 320.00

Prop. No. 089060-000-00

Serial No. M 39970

Recording - Volume 000149 Page

County REEVES

Check Date

12-01-81

Page

1

Period Covered

Mos. From (Mo. Day Yr.)

12 01 02 82

Amount of
Payment

Dollars	Cents
*****32	00

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

36247

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

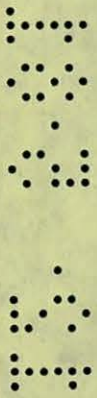
S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:
COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

(45) M-39970
Rental Payment
12-5-81

35237





Conoco Inc.
P.O. Box 1267
Ponca City, OK 74603

Rental Receipt
Depository Copy

Vo. No. M-0401-007

Payment No. 000037 204720

Acres 320.00

Prop. No. 089060-000-00

Serial No. M 39970

Recording - Volume 00014 Page 00284

County REEVES

Period Covered
Mos. From (Mo. Day Yr.)

12 01 02 83

Check Date

12-01-82

Page

1

Amount of
Payment

Dollars	Cents
*****	32.00

State TEXAS

DEPOSITORY OR
PAYEE
COMMISSIONER OF THE
GENERAL LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS 78701

41420

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

RECEIVED

DEC 11 1982

General Land Office

(46) M-39970
Rental Payment

12-11-82

ATLANTA

DEC 11 1982

MINERAL ACCOUNTING
MEMORANDUM

(File in "B" File)

RE: M- 39970

Split from M- _____
which is

Operator _____

☐ Producing

Lease _____

☐ Nonproducing

County Reeves

	<u>Date</u>	<u>Name</u>
FROM: Mineral Accounting	<u>9-1-83</u>	<u>W. Sapp</u>
TO: Exploration & Development	<u>9-8-83</u>	<u>Blippo</u>
TO: Legal	_____	_____

NONPRODUCING

____ Delay Rental Due On _____ Not Received

____ Primary Term Expired _____

PRODUCING STATUS

OIL: No production reported from _____ through _____
mo./year mo./year

Oil Royalty Status: ☐ Due \$ _____ ☐ Royalty paid in full

Name _____

GAS: No production reported from _____ through _____
mo./year mo./year

Gas Royalty Status: ☐ Due \$ _____ ☐ Royalty paid in full

Name _____

RENTAL:

MAPS:

GLO-RA-12-(1-82)

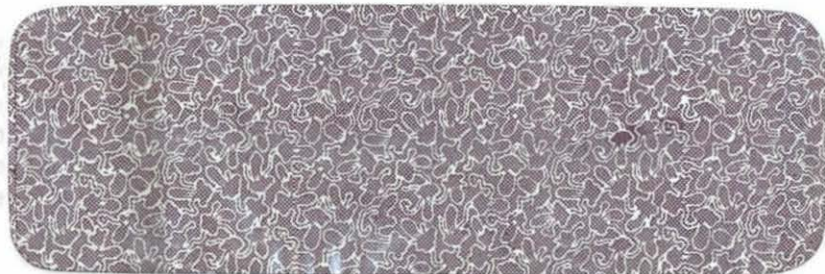
Please show status of lease. Cannot
find royalty coming in —
Lease for depths ~~to 3462'~~ 3462'
down to
held under strip out M-31461

④7 M-39970
Recty Memo
9-1-83



Conoco Inc.
Mineral Lease Records
P.O. Box 1267
Ponca City, OK 74603

Address Correction Requested



RETURN RECEIPT REQUESTED





Conoco Inc.
P.O. Box 1267
Ponca City, OK 74603

Rental Receipt

Depository Copy

No. M-0401-008

Check Date

Page 1

ment No. 000037 1005011

12-01-83

Period Covered

Mos. From (Mo. Day Yr.)

res 320.00

op. No. 089060-000-00

12 01 02 84

erial No. M 39970

Recording - Volume 000149 Page

00284

Amount of
Payment

Dollars	Cents
*****32.	00

40671

County REEVES

State TEXAS

DEPOSITORY COMMISSIONER OF THE
OR GENERAL LAND OFFICE
PAYEE STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CD SUR.

AMOUNT 32.00 FOR CREDIT OF:

COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

RECEIVED

DEC 3 1983

General Land Office

(48) M-39970
Rental Payment
12-3-83

RECEIVED

15805

12-3-83

COMMISSIONER OF THE
STATE OF TEXAS
AT THE STATE CAPITAL
AUSTIN TEXAS 78701

12-3-83

RECEIVED

COMMISSIONER OF THE
STATE OF TEXAS
AT THE STATE CAPITAL
AUSTIN TEXAS 78701

12-3-83

DEC 3 1983

12-3-83

12-3-83

1314x3

THE STATE OF TEXAS, }

County of ReevesI, Estelle Clinton Clerk

of the County Court of Reeves County, Texas, do hereby certify that
 the foregoing is a true and correct copy of the original OIL & GAS LEASE from A.W. Norcop, et al
 to The Buffalo Oil Company, as the same was filed for record in my office
 on Jan. 13, 1953 at 11:35 o'clock A M under File No. 149, to be recorded
 in the Deed Records of Reeves County.

~~as the same appears of record in my office in book xxxxxxxxxx~~

GIVEN UNDER MY HAND and the seal of said Court, at office in Pecos, Texas,

this 13th day of January 19 53

Estelle Clinton Clerk

By _____ Deputy.

M-39970

Lease

File dated

1-17-53

Bascom

Commr.

cl



Conoco Inc.
P.O. Box 1267
Ponca City, OK 74603

Rental Receipt

Depository Copy

Vo. No. M-0401-008

Payment No. 000038 1026181

Acres 320.00

Prop. No. 089060-000-00

Serial No. M 39970

Recording - Volume 000149 Page

County REEVES

Period Covered
Mos. From (Mo. Day Yr.)

12 01 02 85

Check Date

12-01-84

Page

1

Amount of
Payment

Dollars	Cents
*****	32.00

32660

DEPOSITORY OR PAYEE
COMMISSIONER OF THE
GENERAL LAND OFFICE
STATE OF TEXAS
AUSTIN, TEXAS 78701

LESSOR-A.W. NORCOP ETAL

000

COVERING LANDS DESCRIBED AS:

S/2 SEC. 10, CERT. 5156, BLK. 56, TWP. 3, T&P RR CO SUR.

AMOUNT 32.00 FOR CREDIT OF:
COMMISSIONER OF THE
STATE OF TEXAS

GENERAL LAND OFFICE
AUSTIN, TEXAS 78701

121
9

Rec'd
12-8-84
SLO

(49) M-39970
Rental Payment
12-8-84

083580

15
12



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

Certified USPS 7009 0960 0001 1892 3768

January 5, 2017

7S Oil & Gas LLC
Attn: Don Creager
4310 South Hwy 349
Midland, TX 79706

Re: MF 039970 being 320 acres of Sec. 10, Blk. 56, T & P RY CO, Reeves County Texas.

Dear Mr. Creager:

Our records indicate that RRC# 20386 has ceased to produce since September 1, 2015. It appears that this lease is terminated effective October 1, 2016 due to no production. The Texas Administrative Code dealing with Shut-In Royalty is Title 31, Part 1, Chapter 9, Subchapter C, Rule §9.36.

You have thirty days from the receipt of this letter in which to present evidence to the General Land Office that this termination has not occurred. If such evidence has not been presented at the expiration of the 30 day period, the lease shall be endorsed "terminated" with no further communication from this office prior to the endorsement.

Pursuant to the Texas Administrative Code, we request that you file with this office a certified, recorded copy of a Release of State Oil and Gas Lease, effective as of the termination date and recorded in the county in which the lease tract is located. After recording the release, mail a certified copy of the release, along with the filing fee of \$25.00, to my attention at the GLO.

We look forward to hearing from you.

Yours truly,

Travis Matthews
Landman, Energy Resources
512-463-5118
512-475-1543 (fax)
travis.matthews@glo.texas.gov

50

File No. MF 039970
REEVES County
TERMINATION LETTER
Date Filed: 1/5/17
By: TM George P. Bush, Commissioner

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
■ Complete items 1, 2, and 3. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	A. Signature <u>X Olga Corella</u> ☐ Agent ☐ Addressee
1. Article Addressed to: 7S Oil & Gas LLC Attn: Don Creager 4310 South Hwy 349 Midland, TX 79706	B. Received by (Printed Name) <u>Olga Corella</u> C. Date of Delivery <u>1/9/17</u>
 9590 9403 0530 5173 4155 79	D. Is delivery address different from item 1? ☐ Yes If YES, enter delivery address below: ☐ No
2. Article Number (Transfer from service label) 7009 0960 0001 1892 3768	3. Service Type ☐ Adult Signature ☐ Priority Mail Express® ☐ Adult Signature Restricted Delivery ☐ Registered Mail™ ☒ Certified Mail® ☐ Registered Mail Restricted Delivery ☐ Certified Mail Restricted Delivery ☐ Return Receipt for Merchandise ☐ Collect on Delivery ☐ Signature Confirmation™ ☐ Collect on Delivery Restricted Delivery ☐ Signature Confirmation Restricted Delivery ☐ Mail Restricted Delivery (0)
PS Form 3811, April 2015 PSN 7530-02-000-9053	Domestic Return Receipt

U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only; No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage \$	Postmark Here
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage	7S Oil & Gas LLC Attn: Don Creager 4310 South Hwy 349 Midland, TX 79706
Sent To	
Street, Apt. No., or PO Box No.	
City, State, ZIP+4	
PS Form 3800, August 2006 See Reverse for Instructions	

7009 0960 0001 1892 3768

Daryl Morgan

To: Guy Aldrich
Subject: RE: Temporary Cessation Doctrine

Guy,

I reviewed the subject lease dated 1/2/1953 from A. W. Norcop et al. to Buffalo Oil Company and as we have discussed, the lease does not contain a rework clause or a provision providing for cessation of production after the end of the primary term other than Paragraph 5, which provides for drilling operations at the end of the primary term. Paragraph 5 provides for no more than 90 days to elapse between the completion or abandonment of one well and the beginning of operations on the next.

It appears to me and I am not a lawyer that for a cessation of production beyond the primary term, this lease would be subject to the temporary cessation doctrine, which would give the Lessee a reasonable amount of time for rework operations and/or for production to be restored. I do not believe the doctrine is applicable to well depletion and therefore if the existing production is not restored, I believe that 90 days after the last production, operations or as the lease says abandonment would be a reasonable amount of time to begin a new drilling operation. If the lease is pooled a unit well would meet such a drilling operation.

Once operations commence on the new well, again as the lease is silent, Lessee would have a reasonable amount of time acting in a diligent manner toward the completion of a well including time for fracking operations.

I would recommend that the operator of any new well drilled on this lease due proper due diligence in reviewing the lease provisions and facts on the ground to satisfy themselves that the lease has been held in force in effect.

J. Daryl Morgan, CPL
Energy Resources
(512) 305-9106
daryl.morgan@glo.texas.gov

From: Guy Aldrich [mailto:GAldrich@cpxoil.com]
Sent: Wednesday, December 14, 2016 2:19 PM
To: Daryl Morgan <Daryl.Morgan@GLO.TEXAS.GOV>
Subject: Temporary Cessation Doctrine

Daryl:

Per our telephone conversation this morning, I wanted to follow-up regarding the current status of existing shallow production that has been holding CPX's deep leasehold rights in a 320 acre tract, being the S/2 of Section 10, that is subject to that certain GLO Oil and Gas Lease dated January 2, 1953. Such Lease has a 90 rework clause to re-establish production during the primary term, but is silent as how much time an Operator would have to commence operations to restore production if production was to cease after the expiration of the primary term.

Fact Scenario:

- CPX has a contractual interest in the Wolfcamp rights per the terms of that certain Farmout and Joint Development Agreement with Conoco as to the S/2 of Section 10.
- 7S is the Operator of two (2) shallow wells located on the said tract.

- The last date of production was November 25, 2016. A subsequent acid job was performed but as of this date, the wells are still not producing.
- Anadarko is proposing to drill a 10,000' lateral that will include all of Sections 7 and 10. The Application for Pooling is to be submitted to the GLO on December 27, 2016.
- The current plans calls for moving a spud rig on or about January 20, 2017, in order to set surface casing prior to the drilling rig arriving on location in mid-March, 2017.

Questions:

- If the Application for Pooling is approved, the effective date of the Pooled Unit will be January 17, 2017. However, simply pooling the S/2 of Section 10 with Anadarko's 1,280 acre unit will not hold CPX's Lease. Therefore, if the spud rig were to move in on or about January 20, 2017, that would be 56 days after the shallow production ceased to produce.
- If such spud rig were delayed, would CPX be able to rely on the Temporary Cessation Doctrine for an additional period of time (up to 90 days) until such time the spud rig was on location? Also, once the spud rig moved in, such operations would then hold all the acreage within entirety of the 1,280 acre unit. However, whereas a spud rig is only a preparatory operation in anticipation of a drilling rig arriving on location to drill a 10,000' lateral, in order for CPX to continue to hold its non-producing leasehold within the pooled unit, Anadarko would need to commence drilling operations for the purpose of establishing production within a reasonable time after release of spud rig (up to 90 days) per the Temporary Cessation Doctrine, correct?
- Upon completion of drilling operations, how soon would the GLO expect completion/fracking operations to commence?

Please advise if the foregoing information/comments are correct. CPX is very concerned about losing its leasehold interest due the date of last production and the proposed timing of Anadarko's spudding and drilling activities. Any information/guidance as to what the GLO expects CPX to do in order to maintain the non-producing leasehold interest would be appreciated.

Thanks for your assistance in this matter.

Guy F. Aldrich, CPL
 Transaction Manager
CP Exploration II, LLC
 6363 Woodway, Suite 1100
 Houston, Texas 77057
 832.255.2314 (Office)
 832.415.6705 (Cell)
galdrich@cpxoil.com
www.cpexploration.com



This message is from CP Exploration, and is intended only for the addressee. The information contained in this message is confidential, may be broker-client privileged, may constitute inside or non-public information under federal or state securities laws and is intended only for the use of the addressee. Unauthorized forwarding, printing, copying, distributing, or using such information is strictly prohibited and may be unlawful. If you are not the addressee, please promptly delete this message and notify the sender of the delivery error by return e-mail or you may call our office at (337) 984-4589. This e-mail is not intended to be an offer, contract, or binding agreement. For a legal binding offer please request a formal paper document (not electronic) laying out your agreement step-by-step.

Search Criteria:

Lease Name: BAILEY, CHARLIE, Lease No.: 20386

Well Type: Oil

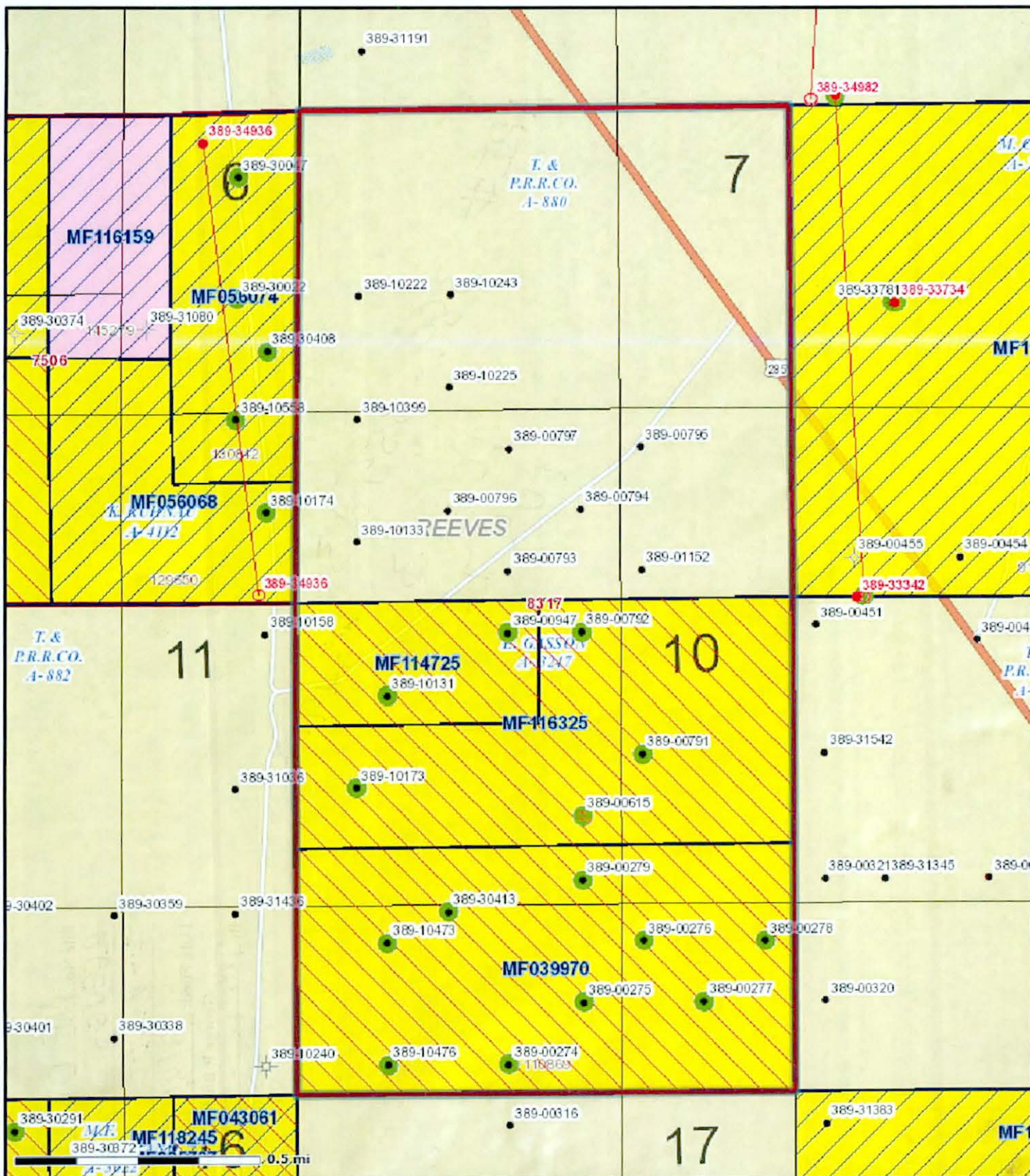
District: 08

Lease Production and Disposition

Date Range: Jan 2016 - Dec 2016

Date	OIL (BBL)		Casinghead		Operator	N Operator	Field Name	Field No.
	Production	Disposition	Production	Disposition				
Jan 2016	10	172	0	0	DARO PRO	200828	KEN REGAN	48754500
Feb 2016	10	0	0	0				
Mar 2016	10	0	0	0				
Apr 2016	37	177	0	0				
May 2016	186	176	0	0				
Jun 2016	181	172	0	0				
Jul 2016	10	0	0	0				
Aug 2016	9	0	0	0	0 7S OIL & G	954992	KEN REGAN	48754500
Sep 2016	NO RPT	NO RPT	NO RPT	NO RPT				
Oct 2016	NO RPT	NO RPT	NO RPT	NO RPT				
Nov 2016	NO RPT	NO RPT	NO RPT	NO RPT				
Dec 2016	NO RPT	NO RPT	NO RPT	NO RPT				
Total	453	697	0	0				

049127
UNIT 8317 - 1/17/17



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map is NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.

Printed: Mar 07, 2017



(51)

File No. MF 039970
REEVES County
E-MADL
Date Filed: 3/8/17
By TM George P. Bush, Commissioner

API# 389-35523 MF 049127
10473
10476

(51)



February 14, 2017

Mr. J. Daryl Morgan
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

RE: Pooling Agreement – Chimera State 56-3-7 Unit 1H

Dear Mr. Morgan

Enclosed herewith please find the executed Pooling Agreements for the above referenced unit.

Please send us a fully executed original at your earliest convenience.

Thank you for your assistance. Please do not hesitate to contact Landman, Mark Hajdik, at (832) 636-3804 with questions.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink that reads "Cari Kirk". The signature is written in a cursive, flowing style.

Cari Kirk
Land Analyst

File No. M-39970
Ltr From Angewko County
Date Filed: 3/13/17
George P. Bush, Commissioner
By [Signature]

37245



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

February 22, 2017

Ms. Cari Kirk
Anadarko E&P Onshore LLC
1201 Lake Robbins Drive
The Woodlands, Texas 77380

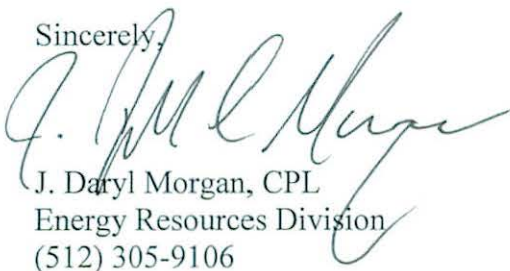
Re: Pooling Agreement
Chimera State 56-3-7 Unit
GLO Unit No. 8317
Reeves County, Texas

Dear Ms. Kirk,

Enclosed is a duplicate original of the above referenced Pooling Agreement that has been executed by George P. Bush, Commissioner of the Texas General Land Office ("GLO"). We have retained the other original of the Pooling Agreement for our files. Please refer to the referenced GLO Unit No. when filing Royalty Reports with the GLO.

Thank you for your assistance with this matter, if you have any questions or need anything further, please feel free to call.

Sincerely,


J. Daryl Morgan, CPL
Energy Resources Division
(512) 305-9106

Enclosure

53

File No. M-39970

Ltr. to Angelika County

Date Filed: 3/13/17

George P. Bush, Commissioner

By [Signature]

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA179399

Unit Number 8317
Operator Name Anadarko E&P Onshore LLC Effective Date 01/17/2017
Customer ID C000044444 Unitized For Oil And Gas
Unit Name Chimera State 56-3-7 Unit Unit Term
County 1 Reeves RRC District 1 08 Old Unit Number Inactive Status Date
County 2 RRC District 2
County 3 RRC District 3
County 4 RRC District 4
Unit type Permanent
State Net Revenue Interest Oil 0.04697398
State Part in Unit 0.50110785
Unit Depth Specified Depths Well
From Depth Base of the Formation
To Depth Delaware
all depths
Mountain
except limited
to Wolfcamp in
Group
S/2 of Sec. 10
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF116325	1	321.050000	1,281.760000	0.25047591	O/G	0.12500000	0.03130949	No
MF039970	2	321.250000	1,281.760000	0.25063194	O/G	0.06250000	0.01566450	No

API Number

4238935523

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

01/17/2017

01/17/2017

3/13/17

01/17/2017

MF#	MF039970	MF116325	
LEASE AC. IN UNIT	321.25	321.05	
TOTAL UNIT AC.	1281.76	1281.76	
STATE PARTICIPATION	0.25063194	0.25047591	0.50110785
LEASE ROYALTY	0.0625	0.125	
PART OF UNIT NRI	0.01566450	0.03130949	0.04697398

Pooling Committee Report

To: School Land Board

UPA179399

Date of Board Meeting: 01/17/2017

Unit Number: 8317

Effective Date: 01/17/2017

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Chimera State 56-3-7 Unit

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF039970	0.06250000	01/02/1958	5 years	320.000000	321.250000	0.01566450
RAL	MF116325	0.12500000	11/12/2018	5 years	320.000000	321.050000	0.03130949

Private Acres:	639.460000
State Acres:	642.300000
Total Unit Acres:	1281.760000

<u>Participation Basis:</u>	Surface Acreage
Surface Acreage	
<u>State Acreage:</u>	50.11%
<u>State Net Revenue Interest:</u>	6.26%

<u>Unit Type:</u>	<u>Unitized for:</u>
Permanent	Oil And Gas
<u>Term:</u>	

<u>RRC Rules:</u>	<u>Spacing Acres:</u>
Yes	704 acres for a 10,000 foot lateral (FTP to LTP).

REMARKS:

- Panther Energy Company II, LLC is requesting permanent oil and gas pooling of all depths in order to test the Wolfcamp formation.
- The applicant plans to spud the unit well on November 15, 2016 with a proposed total depth of 7,751 feet TVD. A 10,200 foot lateral is expected to be drilled.
- With Board approval of the unit the State's unit royalty participation will be 6.25%.
- The State will participate on a unitized basis from the date of first production.
- The applicant agrees to drill and diligently complete 4 unit wells. The first unit well will be spud by or before March 23, 2017. The remaining three well will be spud by or before January 27, 2022 or the unit will decrease in size to 350.75 acres per unit well drilled.

POOLING COMMITTEE RECOMMENDATION:

The Pooling Committee recommends Board approval of a permanent oil and gas unit under the above-stated provisions.



Mary Smith - Office of the Attorney General



Date



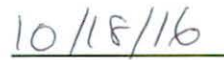
Robert Hatter - General Land Office



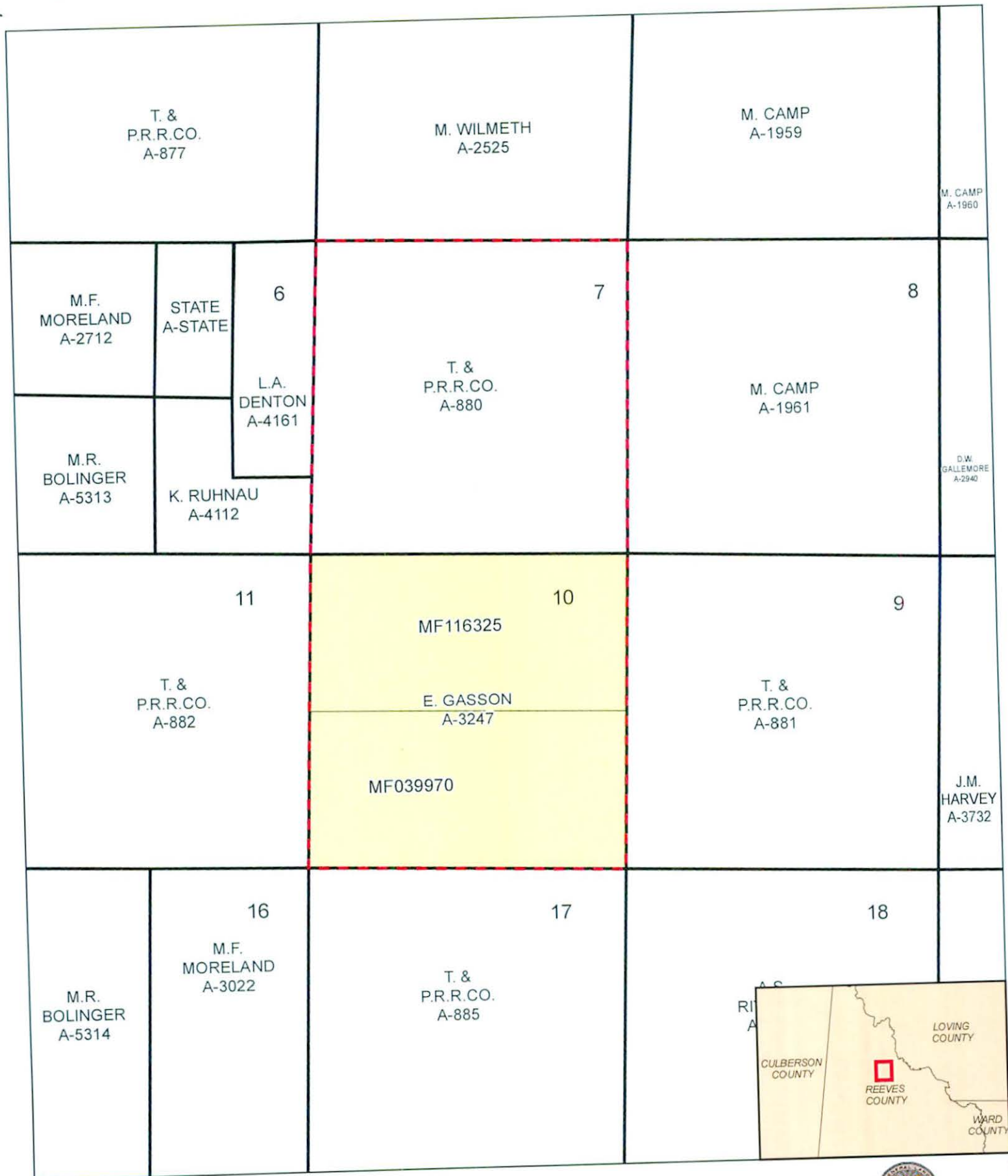
Date



Diane Morris - Office of the Governor



Date



Unit #8317
Anadarko E&P Onshore, LLC.
Chimera State Unit 56-3-7 Unit
Phantom (Wolfcamp) Field
Reeves County, Texas

2,000 1,000 0 2,000 Feet



The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
January 2017

POOLING AGREEMENT
ANADARKO E&P ONSHORE LLC
CHIMERA STATE 56-3-7 UNIT
GLO UNIT NO. 8317
REEVES COUNTY, TEXAS

THIS AGREEMENT is entered into by and between the Commissioner of the General Land Office, on behalf of the State of Texas, as "Lessor" and Anadarko E&P Onshore LLC, herein referred to as "Lessee", and such other interested parties as may join in the execution hereof, the undersigned parties herein collectively referred to as the "parties", in consideration of the mutual agreements hereinafter set forth and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, and for the purposes and upon the terms and conditions which follow:

PURPOSES:

1.

This Pooling Agreement ("Agreement") is made for the purposes of conservation and utilization of the pooled mineral, to prevent waste, to facilitate orderly development and to preserve correlative rights. To such end, it is the purpose of this Agreement to effect equitable participation within the unit formed hereby. This Agreement is intended to be performed pursuant to and in compliance with all applicable statutes, decisions, regulations, rules, orders and directives of any governmental agency having jurisdiction over the production and conservation of the pooled mineral and in its interpretation and application shall, in all things, be subject thereto.

UNIT DESCRIPTION:

2.

The oil and gas leases, which are included within the pooled unit, are listed on the attached Exhibit "A", to which leases and the records thereof reference is here made for all pertinent purposes. The pooled unit shall consist of all of the lands described in Exhibit "B" attached hereto and made a part hereof. A plat of the pooled unit is attached hereto as Exhibit "C". The unit description is subject to the provisions of Addendum "A".

MINERAL POOLED:

3.

The mineral pooled and unitized ("pooled mineral") hereby shall be oil and gas including all hydrocarbons that may be produced from an oil well or a gas well as such wells are recognized and designated by the Railroad Commission of Texas or other state regulatory agency having jurisdiction of the drilling and production of oil and gas wells. The pooled mineral shall extend to all depths underlying the surface boundaries of the pooled unit below the base of the Delaware Mountain Group Formation, except limited to the Wolfcamp Formation as to the S/2 of Section 10, Block 56 Tsp.3, Reeves County, Texas, and subject to the provision in State Lease M-116325 for Horizontal Severance ("unitized interval").

POOLING AND EFFECT:

4.

The parties hereto commit all of their interests which are within the unit to the extent and as above described into said unit and unitize and pool hereunder the separate tracts described on the attached Exhibit "B", for and during the term hereof, so that such pooling or unitization shall have the following effect:

- (a) The unit, to the extent as above described, shall be operated as an entirety for the exploration, development and production of the pooled mineral, rather than as separate tracts.
- (b) All drilling operations, reworking or other operations with respect to the pooled mineral on land within the unit shall be considered as though the same were on each separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement. In the event the unitized area covered by this Agreement is maintained in force by drilling or reworking operations conducted on a directional or horizontal well drilled under the unitized area from a surface location on adjacent or adjoining lands not included within the boundaries of the unitized area, such operations shall be considered to have been commenced on the unitized area when drilling is commenced on the adjacent or adjoining land for the purpose of directionally drilling under the unitized area and production of oil or gas from the unitized area through any directional or horizontal well surfaced on adjacent or adjoining land or drilling or reworking of any such well shall be considered production or drilling or reworking operations, as the case may be, on the unitized area for all purposes under this Agreement. Nothing in this Agreement is intended or shall be construed as granting to Lessee any leasehold interest, easements, or other rights in or with respect to any such adjacent or adjoining land in addition to any such leasehold interests, easements, or other rights which the lessee, operator or other interest owner in the unitized area may have lawfully acquired from the state or others.
- (c) Production of the pooled mineral from the unit allocated to each separate tract, respectively, as hereinafter provided, shall be deemed to have been produced from each such separate tract in the unit, regardless of the actual location of the well or wells thereon, for all purposes under the terms of the respective leases or other contracts thereon and this Agreement.
- (d) All rights to the production of the pooled mineral from the unit, including royalties and other payments, shall be determined and governed by the lease or other contract pertaining to each separate tract, respectively, based upon the production so allocated to such tract only, in lieu of the actual production of the pooled mineral therefrom. Provided that, payments that are made on a per acre basis shall be reduced according to the number of acres pooled and included herein, so that payments made on a per acre basis shall be calculated based upon the number of acres actually included within the boundaries of the pooled unit covered by this Agreement.

J. S. S.

- (e) A shut-in oil or gas well located upon any land or lease included within said unit shall be considered as a shut-in oil or gas well located upon each land or lease included within said unit; provided, however, that shut-in oil or gas well royalty shall be paid to the State on each State lease wholly or partially within the unit, according to the terms of such lease as though such shut-in oil or gas well were located on said lease, it being agreed that shut-in royalties provided in each State lease shall not be shared with other royalty owners.
- (f) Notwithstanding any other provision hereof, it is expressly agreed that each State lease may be maintained in force as to areas lying outside the unitized area described in Exhibit "B" only as provided in each such lease without regard to unit operations or unit production. Neither production of the pooled mineral, nor unit operations with respect thereto, nor the payment of shut-in royalties from a unit well, shall serve to hold any State lease in force as to any area outside the unitized area described in Exhibit "B" regardless of whether the production or operations on the unit are actually located on the State lease or not. "Area" as used in this paragraph shall be based upon surface acres to the end that, except as may otherwise be provided in each State Lease, the area inside the surface boundaries of the pooled unit, if held, will be held as to all depths and horizons.
- (g) If the Railroad Commission of Texas (or any other Texas regulatory body having jurisdiction) shall adopt special field rules providing for oil and/or gas proration units of less than the number of acres included in the pooled unit, then Lessee agrees to either (1) drill to the density permitted by the Railroad Commission, (2) make application to the School Land Board of the State of Texas to reform the unit to comply with Railroad Commission unit rules, or (3) make application to the School Land Board of the State of Texas for such remedy as may be agreeable to the Board.
- (h) This Agreement shall not relieve Lessee from the duty of protecting the State leases described in Exhibit "A" and the State lands within the boundaries of the pooled unit described in Exhibit "B" from drainage from any well situated on privately owned land, lying outside the unitized area described in Exhibit "B", but, subject to such obligation, Lessee may produce the allowable for the entire unit as fixed by the Railroad Commission of Texas or other lawful authority, from any one or more wells completed thereon.
- (i) There shall be no obligation to drill internal offsets to any other well on separate tracts within the pooled unit, nor to develop the lands within the boundaries thereof separately, as to the pooled mineral.
- (j) Should this Agreement terminate for any cause, the leases and other contracts affecting the lands within the unit, if not then otherwise maintained in force and effect, shall remain and may be maintained in force and effect under their respective terms and conditions in the same manner as though there had been production or operations under said lease or contract and the same had ceased on the date of the termination of this Agreement.

ALLOCATION OF PRODUCTION:

5.

For the purpose of computing the share of production of the pooled mineral to which each interest owner shall be entitled from the pooled unit, there shall be allocated to each tract committed to said unit that pro rata portion of the pooled mineral produced from the pooled unit which the number of surface acres covered by each such tract and included in the unit bears to the total number of surface acres included in said unit, and the share of production to which each interest owner is entitled shall be computed on the basis of such owner's interest in the production so allocated to each tract.

TAKING ROYALTY IN KIND:

6.

Notwithstanding anything contained herein to the contrary, the State may, at its option, upon not less than sixty (60) days notice to Lessee, require that payment of all or any royalties accruing to the State under this pooling or unitization agreement be made in kind, without deduction for the cost of producing, gathering, storing, separating, treating, dehydrating, compressing, processing, transporting and otherwise making the oil, gas and other products produced hereunder ready for sale or use.

EFFECTIVE DATE:

7.

Upon execution by the Commissioner of the General Land Office of the State of Texas this Agreement shall become effective as of January 17, 2017.

SPECIAL TERMS AND CONDITIONS:

8.

Notwithstanding anything contained herein to the contrary, this Agreement is subject to the terms and conditions of the attached Addendum "A".

TERM:

9.

This Agreement shall remain in effect so long as the pooled mineral is being produced from said unit, or so long as all leases included in the pooled unit are maintained in force by payment of delay rentals or shut-in oil or gas well royalties, by drilling or rework, or by other means, in accordance with the terms of said leases. Nothing herein shall amend or modify Section 52.031 of the Natural Resources Code, or any of the provisions thereof, which are contained in any State lease covered by this Agreement.



STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed

2/17/17

STATE OF TEXAS

Legal
Content
Geology
Executive

[Handwritten signature]

By:

[Handwritten signature of George P. Bush]

George P. Bush, Commissioner
General Land Office

Date Executed

1/24/2017

ANADARKO E&P ONSHORE LLC

By:

[Handwritten signature of Joseph M. Colerick]
Joseph M. Colerick, Land Manager

Its:

Delaware Basin Land

[Handwritten initials MKH]

11573

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

DISSOLUTION:

11.

The unit covered by this Agreement may be dissolved by Lessee, his heirs, successors or assigns, by an instrument filed for record in Reeves County, Texas, and a certified copy thereof filed in the General Land Office at any time after the cessation of production on said unit or the completion of a dry hole thereon prior to production or upon such other date as may be approved by the School Land Board and mutually agreed to by the undersigned parties, their successors or assigns.

RATIFICATION/WAIVER:

12.

Nothing in this Agreement, nor the approval of this Agreement by the School Land Board, nor the execution of this Agreement by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

COUNTERPARTS:

13.

This Agreement may be executed in counterparts and if so executed shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Agreement so as to form what shall be deemed and treated as a single original instrument showing execution by all parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement upon the respective dates indicated below.

Date Executed _____

STATE OF TEXAS

Legal
Content
Geology
Executive

jm

By: _____
George P. Bush, Commissioner
General Land Office

Date Executed

2/7/2017
~~2/7/2017~~

SWEPI LP

By: _____
Jeff Turnbull
Attorney-In-Fact

OAA

B

11573

Jeff Turnbull
Attorney-In-Fact

3723

STATE LAND:

10.

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Date Executed _____

STATE OF TEXAS

Legal
Content
Geology
Executive

gm

By: _____
George P. Bush, Commissioner
General Land Office

Date Executed _____

CONOCOPHILLIPS COMPANY

By:  _____
Its: _____

2047

STATE LAND:

10.

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Date Executed _____

STATE OF TEXAS

Legal
Content
Geology
Executive

gm

By: _____
George P. Bush, Commissioner
General Land Office

Date Executed 1/26/17

PETROCAP CPX, LLC

By: William Lane Britain

Its: Managing Director of
PetroCap LLC
The GP of PetroCap Partners II
LP which wholly owns PetroCap CPX
LLC

11.97.0

STATE LAND:

10.

Insofar as the royalty interest of the State of Texas in and under any State tract committed to the unit is concerned, this Agreement is entered into, made and executed by the undersigned Commissioner of the General Land Office by virtue of the authority and pursuant to the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, authorizing the same, after the prerequisites, findings and approval hereof, as provided in said Code having been duly considered, made and obtained.

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STATE OF TEXAS

Legal
Content
Geology
Executive

gm

By: _____
George P. Bush, Commissioner
General Land Office

Date Executed 1/26/2017

CP EXPLORATION II, LLC

By: *Bridget M. Powell*
Bridget M. Powell
Its: Executive Vice President



CERTIFICATE

I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 17th day of January, 2017, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 21st day of February, 2017.

Stephanie Crenshaw
Secretary of the School Land Board

STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on January 24th, 2017, by Joseph M. Colerick
as Agent and Attorney-in-Fact for Anadarko E&P Onshore LLC, a Delaware limited liability
company on behalf of said company.



Cari Kirk
Notary Public in and for the
State of Texas

27572

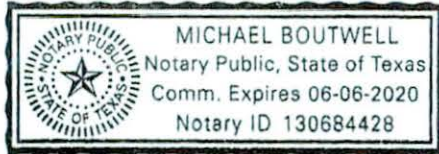
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on February 7th 2017, by Jeff Turnbull as Attorney-in-fact of SWEPI LP, on behalf of said limited partnership.

Michael Boutwell

Notary Public in and for the State of Texas

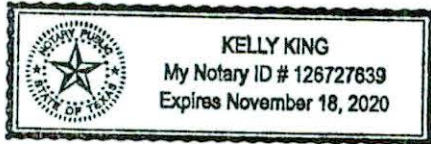


2017

STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on February 8th 2017, by Thomas J. Atkins as Attorney-in-Fact of ConocoPhillips Company, on behalf of said company.

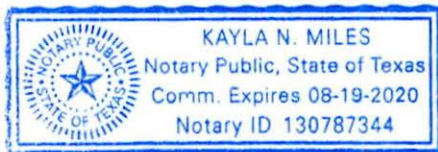


Kelly King
Notary Public in and for the State of Texas

STATE OF TEXAS §

COUNTY OF ~~HARRIS~~ Dallas §

This instrument was acknowledged before me on January 26th 2017, by William Britain as Managing Director of PetroCap CPX, LLC, on behalf of said corporation.



Kayla Miles
Notary Public in and for the State of Texas

STATE OF ~~TEXAS~~ Louisiana
COUNTY OF ~~HARRIS~~ Lafayette

This instrument was acknowledged before me on January 26 2017, by Bridget Powell as Executive Vice President of CP Exploration II, LLC, on behalf of said corporation.

Paulette T. Guidry
Notary Public in and for the State of ~~Texas~~ Louisiana



Addendum "A"

To that certain Pooling Agreement for the Chimera State 56-3-7 Unit

The parties hereby agree that should a conflict exist between this Addendum and the body of the agreement that this Addendum shall prevail.

The pooled unit shall consist of all of the lands herein described in the attached Exhibit "B" and depicted in the attached Exhibit "C". Lessee agrees to drill a minimum of four (4) horizontal wells within the unit; provided however that, should Lessee fail to meet the "Drilling Obligation Timeframe", as specifically defined below, that such unit shall remain in full force and effect as to any and all wells drilled upon the unit acreage, but shall shrink down to allow for a maximum size of 320 acres, plus a maximum tolerance of ten percent (10%) per well drilled in the unit, as close as is reasonably practicable to the shape of a square or rectangle surrounding the wells. In the event that Lessee chooses to drill wells ahead of the Drilling Obligation Timeframe detailed below, then Lessee shall not be penalized for doing so and shall still conserve the benefit of the Drilling Obligation Timeframe described below.

Drilling Obligation Timeframe:

Lessee shall have commenced actual drilling operations in the following manner:

- | | | |
|------------------------|---|---------------------------------|
| First well | — | By or before November 12, 2017; |
| Second well | — | By or before November 12, 2018 |
| Subsequent two wells — | | By or before November 12, 2020; |

Once actual drilling operations have been commenced on a particular well, Lessee shall continue drilling and completion operations thereafter on such well with due diligence, as a reasonable prudent operator would under the same or similar circumstances.

In the event Lessee commences actual drilling operations on all four (4) wells committed to be drilled hereunder and such wells are thereafter completed as wells being capable of producing oil or gas in paying quantities, the parties hereby agree that the pooled unit shall remain in the original, unaltered size and shape as described in Exhibit "B" and depicted in Exhibit "C", in accordance with paragraph nine (9) of this Agreement.

End of Addendum "A"

2017

Exhibit "A-1"
To that certain Pooling Agreement dated effective January 17, 2017

Oil and Gas Lease(s) Included in the Unit:

1. LESSOR: CHEVRON U.S.A. INC.
LESSEE: ANADARKO E&P ONSHORE LLC
LEASE DATE: 7/15/2014
RECORDING: MEMORANDUM OF OIL & GAS LEASE
VOLUME 1138, PAGE 244, REEVES COUNTY, TEXAS
2. LESSOR: ST TX & SHARON DARCY
LESSEE: BHP BILLITON PETROLEUM PROPERTIES LP
LEASE DATE: 11/12/2013
RECORDING: VOLUME 1056, PAGE 472, REEVES COUNTY, TEXAS
3. LESSOR: GEORGE C FRASER ET AL
LESSEE: GULF OIL CORPORATION
LEASE DATE: 11/22/1949
RECORDING: VOLUME 128, PAGE 64, REEVES COUNTY, TEXAS
4. LESSOR: A.W. NORCOP ET AL
LESSEE: THE BUFFALO OIL COMPANY
LEASE DATE: 1/2/1953
RECORDING: VOLUME 149, PAGE 284, REEVES COUNTY, TEXAS

2512

Exhibit "A-2"
To that certain Pooling Agreement dated effective January 17, 2017.

Legal Description:

Block 56, Township 3, Reeves County, TX:

<u>Section</u>	<u>Gross / Net Ac</u>	<u>Description</u>
Section 7	639.46	All
Section 10	642.30	All

27.573

Exhibit "B"

To that certain Pooling Agreement dated effective January 17, 2017

Legal Description of the tracts within the 1281.76 acre Chimera State 56-3-7 Unit, subject to the restrictions outlined below:

- Tract 1: 319.66 acres, more or less, being the North Half (N/2) of Section 7, Block 56, Township 3, T&P RR Co Survey, Abstract No. 880, Reeves County Texas;
- Tract 2: 319.80 acres, more or less, being the South Half (S/2) of Section 7, Block 56, Township 3, T&P RR Co Survey, Abstract No. 880, Reeves County Texas;
- Tract 3: 321.05 acres, more or less, being the North Half (N/2) of Section 10, Block 56, Township 3, T&P RR Co Survey, Abstract No. 3247, Reeves County Texas;
- Tract 4: 321.25 acres, more or less, being the South Half (S/2) of Section 10, Block 56, Township 3, T&P RR Co Survey, Abstract No. 3247, Reeves County Texas, limited to the depths of the Wolfcamp Formation only;

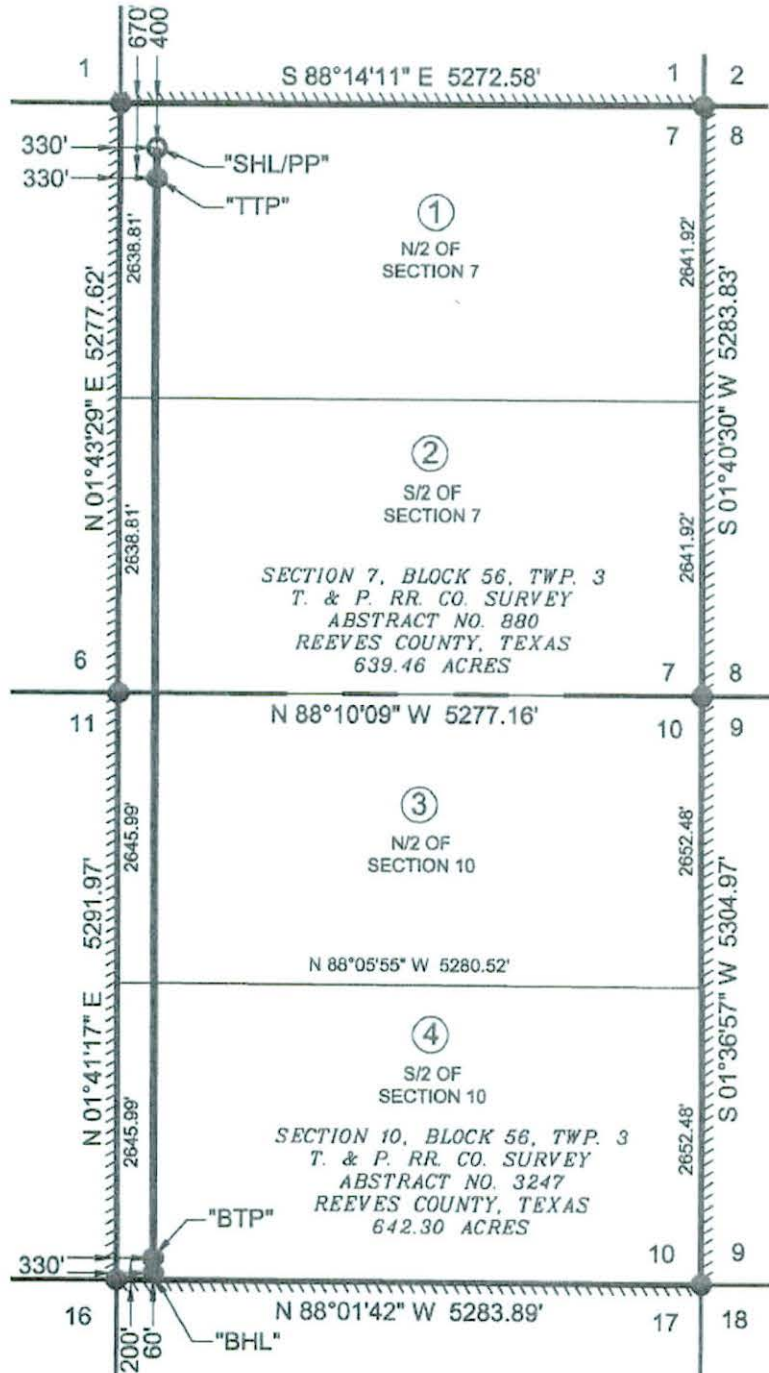
4573

Exhibit "C"

To that certain Pooling Agreement dated effective January 17, 2017.

CHIMERA STATE 56-3-7 UNIT 1H
UNIT SUMMARY

TRACT	ACREAGE	MINERAL OWNERSHIP
1	319.66	CHEVRON U.S.A., INC.
2	319.80	GEORGE C. FRASER, et al
3	321.05	STATE OF TEXAS
4	321.25	STATE OF TEXAS
TOTAL	1281.76	



1100

2024

54

M-39970

File No.

Pooling Aqmt. Packet # 8317
Chimera State 56-3-7 Unit

Date Filed:

3/13/17

George P. Bush, Commissioner

By:



116020
✓MF 039970
unit 8317

Property	Property Name	Product	State/County	Int Type	Interest
115063	CHIMERA STATE 56-3-7 UNIT 1H 389-35523	All Products	TX/REEVES	RI	0.04697399

Legal Description:
1281.76 ACRES, MORE OR LESS, BEING ALL OF SECTION 7, A-880 AND ALL OF SECTION 10, A-3247, BLOCK 56
TOWNSHIP 3, T&P RR CO SVY, REEVES COUNTY, TEXAS.

*Failure to furnish your Social Security/Tax ID number will result in withholding tax in accordance with federal law and any tax withheld will not be refundable by payor.
** All individual parties must complete and return the enclosed W9 to ensure proper payment. Additional forms may be obtained at www.irs.gov

Please return to:
Anadarko E&P Onshore LLC
P.O. BOX 1330
HOUSTON, TX 77251-9874
1-800-359-1692

Date Prepared: October 25, 2017
Prepared By: SARAH HALL
Suspense Flag: N



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

January 3, 2018

Sarah Hall
Division Order Analyst
Anadarko E&P Onshore LLC
P.O. Box 1330
Houston, TX 77251-9874

Re: State Lease Nos. MF039970 and MF116325 Chimera State 56-3-7 1H Unit 8317

Dear Mrs. Hall:

The Texas General Land Office (GLO) has received your Division Order for the referenced unit. This Division Order has been filed in the appropriate mineral files.

The payment of royalties attributable to state-owned mineral and royalty interests is set by contract and applicable statutes and rules. The execution of division orders may, in some cases, affect the manner in which such payments are made or calculated. Therefore, Title 31, §9.32, of the Texas Administrative Code specifies that GLO staff cannot execute a division order or bind the state to any terms contained within it.

Subject to applicable state law and the state's right to take its production in-kind, the GLO acquiesces to the sale of oil and gas in accordance with the terms and conditions set out in the oil and gas leases. If you have questions concerning this matter, please feel free to e-mail me at the address below my signature.

We look forward to being put on pay status as soon as you are able to set up the wells in our RRAC system.

Thank you,

Vivian Hernandez
Landman, Energy Resources
512-475-0428
512-475-1543 (fax)
vivian.hernandez@glo.texas.gov

File No. MF039970

____ County

Division Order

Date Filed: 1.4.2018

George P. Bush, Commissioner
By V.H.



TEXAS GENERAL LAND OFFICE
GEORGE P. BUSH, COMMISSIONER

March 16, 2018

Audrey Close, CPLTA
Resolute Natural Resources Company, LLC
1700 Lincoln Street, Ste 2800
Denver, CO 80203

RE: Assignment ID 10557 – MF039970
Reeves County

Dear Ms. Close:

The General Land Office received the following instrument and has filed it in the appropriate file.

Assignment, Bill of Sale, Deed and Conveyance, effective May 1, 2017, from CP Exploration II, LLC, CPX II Operating, LLC and PetroCap CPX, LLC, Assignor's to Resolute Natural Resources Southwest, LLC, Assignee. Filed of record in Vol. 1420, Pg. 0225.

Filing fees in the amount of \$50.00 were received on the referenced assignment.

Please feel free to contact me at (512) 463-5407 or email carl.bonn@glo.texas.gov if you have further questions.

Best regards,

Carl Bonn, CPL
Mineral Leasing – Energy Resources

Resolute

February 6, 2018

Texas General Land Office
Attn: Energy Resources
1700 N. Congress Ave.
Austin, TX 78701

MF039970

RE: Certified Assignment for your files

Please find the following certified copy for your files along with check number 1000140199 in the amount of \$50.00 for filing fees.

RSW File #	Document
TXC0877	Asgn – CPX Exploration II, LLC, et al to Resolute Natural Resources Southwest, LLC

Applies to the following Mineral Files:

Mineral File #	Amount
MF-039970	\$50.00

Sincerely,



Audrey Close, CPLTA
Senior Lease Analyst

/ac

PLEASE DETACH AT PERFORATION ABOVE

RESOLUTE NATURAL RESOURCES

1700 Lincoln Street
Suite 2800
Denver CO 80203

PLEASE DETACH AT PERFORATION ABOVE

Resolute

Check Number 1000140199

Invoice #	Inv. Date	Description	Amount	Discount	Net Amount
06076-012318-CKRQ	01/23/2018		50.00	0.00	50.00



18706959

06076

← Owner

Check Date: 02/05/2018

Check Amount →

~~50.00~~ 124

Mail to: Texas General Land Office
Attn: Energy Resources
P.O. 12873
Austin, Texas 78711-2873

Texas General Land Office
ASSIGNMENT SUMMARY

For General Land Office Use Only

DOCUMENT TYPE: (mark one):

Assignment

Deed of Trust

Merger/Name Change

DOCUMENT RECORDING INFORMATION: (Include all the counties covered by the properties listed below)

County	Volume	Page	Execution Date/Effective Date
Reeves	1420	0225	5/11/17 / 5/1/17

ASSIGNMENT FEE: \$25 per State Lease (additional \$25 after 90 days)

INTEREST BEING CONVEYED: (mark one)

Working Interest

Overriding Royalty Interest:

Other (explain):

Remarks:

FROM List all companies or individuals listed in this instrument who are transferring ownership interests, in whole or in part, in the leases shown below	TO List all companies or individuals listed in this instrument who are receiving ownership interests in the leases listed below	% GROSS WI OWNED BY ASSIGNOR	% GROSS WI TRANSFERRED BY ASSIGNOR	% GROSS WI RETAINED BY ASSIGNOR
1. CP Exploration II, LLC, CPX II Operating & LLC, & PetroCap CPX, LLC	Resolute Natural Resources Southwest, LLC	60%	60%	40%
3.				
4.				

Attach additional pages as needed.

LEASES COVERED BY THIS TRANSFER:

State Lease #	COUNTY	BLOCK	SECTION	PART OF SECTION	DEPTH RESTRICTION
1. MF-039970	Reeves	56 T3	10	S2	-
2.					
3.					
4.					

Andrew A. Close
Preparer's Signature

Andrew A. Close
Name (please print)

aclose@resoluteenergy.com
E-Mail Address

(303) 573-4886 Ext. 1250
Telephone Number

Lease Analyst
Title

1/23/18
Date

I am an authorized representative of the lessee(s) under the State of Texas leases identified herein and represent and certify to the Commissioner of the General Land Office that the information provided on this form is true and correct.

RNR Southwest, LLC
Company Name

1700 Lincoln St. Ste. 2800
Mailing Address

Denver, CO 80203
City/State/Zip



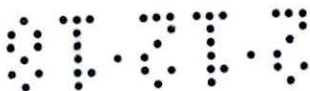
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY AND ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

ASSIGNMENT, BILL OF SALE, DEED AND CONVEYANCE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF REEVES §

THAT, CP Exploration II, LLC, a Delaware limited liability company ("CPX"), CPX II Operating, LLC, a Delaware limited liability company ("CPX Operating"), and PetroCap CPX, LLC, a Texas limited liability company ("PetroCap", and together with CPX and CPX Operating, "Grantor"); for Ten Dollars and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), does hereby GRANT, BARGAIN, SELL, CONVEY, ASSIGN, TRANSFER, SET OVER, and DELIVER unto Resolute Natural Resources Southwest, LLC, a Delaware limited liability company (herein called "Grantee"), whose address is 1700 Lincoln Street, Suite 2800, Denver, Colorado 80203, the following described properties, rights and interests:

- (a) All rights, titles and interests of Grantor in and to the oil, gas and/or mineral leases which are described on Exhibit A hereto and any ratifications or amendments to such leases (the "Leases");
- (b) Without limitation of the foregoing, all other right, title and interest (of whatever kind or character, whether legal or equitable, and whether vested or contingent) of Grantor in and to the oil, gas and other minerals in and under or that may be produced from the lands and depths described on Exhibit A hereto or described in any of the Leases and all right, title and interest that may be earned pursuant to the Farmout Agreement (as defined in the Purchase Agreement) (including, without limitation, interests in oil, gas and/or mineral leases, overriding royalties, production payments, net profits interests, fee mineral interests, fee royalty interests and other interests insofar as they cover such lands), even though Grantor's interest therein may be incorrectly described in, or omitted from, such Exhibit A;
- (c) All rights, titles and interests of Grantor in and to, or otherwise derived from, all presently existing and valid oil, gas and/or mineral unitization, pooling, and/or communitization agreements, declarations and/or orders (including, without limitation, all units formed under orders, rules, regulations, or other official acts of any federal, state or other authority having jurisdiction, and voluntary unitization agreements, designations and/or declarations) to the extent that they relate to any of the properties described in subsections (a) and (b) above;



(d) All rights, titles and interests of Grantor in and to the oil, condensate, natural gas, injection, salt water disposal or water wells, whether producing, non-producing, shut-in or temporarily abandoned (but not permanently abandoned), located on the Oil and Gas Properties (as hereinafter defined), including, without limitation, those listed on **Exhibit B** hereto (the "Wells");

(e) All rights, titles and interests of Grantor in and to all presently existing and valid contracts and agreements to which Seller is a party or is bound relating to any of the Properties, including, without limitation: joint operating agreements; communitization agreements; net profits agreements; production payment agreements; area of mutual interest agreements; joint venture agreements; confidentiality agreements; farmin and farmout agreements (specifically including the Farmout Agreement); bottom hole agreements; crude oil, condensate, and natural gas purchase and sale, gathering, transportation, and marketing agreements; hydrocarbon storage agreements; acreage contribution agreements; operating agreements; balancing agreements; pooling declarations or agreements; unitization agreements; processing agreements; saltwater disposal agreements; facilities or equipment leases; and other similar contracts and agreements, including those contracts and agreements described on **Exhibit A-3**, but exclusive of any master service agreements, Leases, easements, rights-of-way, permits or other instruments creating or evidencing an interest in the Properties or any real or immovable property related to or used in connection with the operations of any Properties and contracts relating to the Excluded Properties;

(f) All rights, titles and interests of Grantor in and to all materials, supplies, machinery, equipment, improvements (including, without limitation, frac ponds) and other personal property and fixtures (including, but not by way of limitation, all pumping units, flowlines, tanks, buildings, injection facilities, saltwater disposal facilities, compression facilities, gathering systems, and other equipment) located on the Oil and Gas Properties and used in connection with the exploration, development, operation or maintenance thereof;

(g) All rights, titles and interests of Grantor in and to the fee surface ownership of the properties described on **Exhibit A-2** hereto (collectively, the "Fee Properties");

(h) All rights, titles and interests of Grantor in and to all easements, servitudes, rights of way and surface leases (collectively, the "Easements") and all credits, permits, licenses, approvals, waivers, or similar qualification or authorization issued or given by any Governmental Authority that are fully assignable to Grantee without payment of fees or other penalties (unless Grantee agrees in writing to pay such fees and/or penalties), but exclusive of any such qualifications or authorizations relating to the Excluded Properties (collectively, the "Permits"), in each case, that are appurtenant to or used in connection with the properties described in subsections (a), (b), (c), (d), (f) and (g) above, including those Easements and Permits described on **Exhibit A-1** hereto; and

(i) All rights, titles and interests of Grantor in and to all files, records, and data relating to the items described in paragraphs (a) through (h), above, including, without limitation, the following, if and to the extent that such files exist: all books, records, reports, manuals, files, title documents (including correspondence and curative), records of production and maintenance, revenue, sales, expenses, warranties, lease files, land files, well files, division order files,

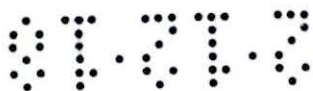
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abstracts, title opinions, assignments, reports, property records, contract files, operations files, copies of tax and accounting records (but excluding Federal and state income tax returns and records) and files, maps, core data, hydrocarbon analysis, well logs, mud logs, and field studies, together with other files, contracts, and other records and data and maps including any interpretations, analyses and reports related thereto (collectively, the "**Records**"), but excluding from the foregoing (and the term "**Records**" shall be deemed to exclude) (i) records that are subject to legal privilege (such as the attorney-client privilege or work product doctrine) (the "**Privileged Information**") (ii) records that are subject to Third Party contractual restrictions on disclosure or transfer for which consent or waiver has not been obtained, or to the extent such disclosure or transfer is subjected to payment of a fee or other consideration, for which Grantee has not agreed in writing to pay the fee or other consideration, as applicable ("**Confidential Information**"), and (iii) the Seller Party Documents (as defined in the Purchase Agreement).

The properties, rights and interests specified in the foregoing subsections (a), (b), (c) and (d), except for the Excluded Properties as defined below, are herein sometimes collectively called the "**Oil and Gas Properties**," and individually an "**Oil and Gas Property**," and the properties, rights and interests specified in the foregoing subsections (a), (b), (c), (d), (e), (f), (g), (h) and (i) except for the Excluded Properties, are herein sometimes collectively called the "**Properties**" and individually a "**Property**."

The Properties do not include, and there is hereby expressly excepted and reserved therefrom and reserved to Grantor the following:

i. Except to the extent related to any Assumed Obligations under the purchase Agreement, all rights and choses in action in favor of Grantor, arising, occurring or existing prior to the Effective Date in connection with the Properties or the operation of or production from the Oil and Gas Properties prior to the Effective Date (including, but not limited to, any and all contract rights, claims, receivables, revenues, recoupment rights, recovery rights, accounting adjustments, mispayments, erroneous payments or other claims of any nature (i) in favor of Grantor and (ii) relating and accruing to any time period prior to the Effective Date, provided that rights to insurance claims and proceeds are handled under paragraph (iv) below);

ii. Any accounts payable accruing before the Effective Date;

iii. All limited liability company, financial, tax and legal (other than title) records of Grantor;

iv. Subject to Section 13.1 of the Purchase Agreement (as defined below), all rights and interests of Grantor (i) under any policy or agreement of insurance or indemnity, (ii) under any bond, or (iii) to any insurance or condemnation proceeds or awards arising, in each case, from acts, omissions or events or damage to or destruction of property;

v. All Hydrocarbon production from or attributable to the Properties with respect to all periods prior to the Effective Date, as described in Section 11.1 of the Purchase Agreement, and all proceeds attributable thereto;

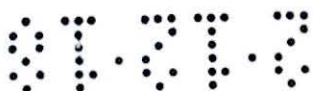
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- vi. Copies (but not the originals) of all Records;
- vii. Except to the extent constituting suspended royalties, all deposits, cash, checks, funds and accounts receivable or received attributable to Grantor's interests in the Properties with respect to any period of time prior to the Effective Date;
- viii. All computer or communications software or intellectual property (including tapes, data and program documentation and all tangible manifestations and technical information relating thereto) owned, licensed or used by Grantor;
- ix. Any logo, service mark, copyright, trade name or trademark of or associated with Grantor or any Affiliate of Grantor or any business of Grantor or of any Affiliate of Grantor;
- x. Any documents withheld or not transferred pursuant to Section 10.1 of the Purchase Agreement as the result of a legal privilege or third-party agreement restriction and any communications, documents or memoranda in any way related to the marketing of, or the sales process for, the Properties;
- xi. All claims of Grantor or any of its Affiliates for refunds of, rights to receive funds from any Governmental Authority, or loss carry forwards or credits with respect to (i) Asset Taxes attributable to any period (or portion thereof) prior to the Effective Date, (ii) Income Taxes, or (iii) any Taxes attributable to the Excluded Properties;
- xii. Any seismic records and surveys, gravity maps, electric logs, geological or other geophysical data and records that cannot be transferred without the consent of or payment to any third party unless such consent is obtained or, in the case of a consent requiring payment, Grantee elects to make such payment or obtain such consent; and
- xiii. All right, title and interest of Grantor in and to the assets described on Exhibit C.

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The excluded properties, rights and interests specified in the foregoing subsections (i) through (xiii), inclusive, are collectively referred to as the "**Excluded Properties**." Grantee shall not be responsible for, and Grantor expressly retains, all liabilities related to the Excluded Properties, whether such liabilities arise before or after the Effective Date. It is understood that certain of the Excluded Properties may not be embraced by the term Properties. The fact that certain properties, rights and interests have been expressly excluded is not intended to suggest that had they not been excluded they would have constituted Properties and shall not be used to interpret the meaning of any word or phrase used in describing the Properties.

TO HAVE AND TO HOLD the Properties unto Grantee, its successors and assigns, forever.

GRANTOR AGREES TO WARRANT AND FOREVER DEFEND TITLE TO THE PROPERTIES UNTO GRANTEE AGAINST THE CLAIMS AND DEMANDS OF ALL PERSONS CLAIMING, OR TO CLAIM THE SAME, OR ANY PART THEREOF, BY, THROUGH OR UNDER GRANTOR, BUT NOT OTHERWISE, SUBJECT TO THE

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PERMITTED ENCUMBRANCES (AS SUCH TERM IS DEFINED IN THE PURCHASE AGREEMENT). EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THIS CONVEYANCE IS MADE WITHOUT ANY WARRANTIES OR REPRESENTATIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE AND GRANTOR EXPRESSLY DISCLAIMS ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES. WITHOUT LIMITATION OF THE FOREGOING, EXCEPT FOR THE SPECIAL WARRANTY OF TITLE SET FORTH ABOVE AND EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, THE PROPERTIES ARE CONVEYED PURSUANT HERETO WITHOUT ANY WARRANTY OR REPRESENTATION WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, RELATING TO TITLE TO THE PROPERTIES OR RELATING TO THE CONDITION, QUANTITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CONFORMITY TO THE MODELS OR SAMPLES OF MATERIALS OR MERCHANTABILITY OF ANY EQUIPMENT OR ITS FITNESS FOR ANY PURPOSE. WITHOUT LIMITATION OF THE FOREGOING, WITH THE EXCEPTION OF ANY INTEREST EARNED PURSUANT TO THE FARMOUT AGREEMENT, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE DOCTRINE OF AFTER ACQUIRED TITLE SHALL NOT APPLY TO THIS CONVEYANCE AND THAT THE GRANTOR SHALL NOT BE ESTOPPED FROM ASSERTING ANY AFTER ACQUIRED RIGHT, TITLE OR INTEREST.

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GRANTEE HAS INSPECTED, OR WAIVED ITS RIGHT TO INSPECT, THE PROPERTIES FOR ALL PURPOSES AND SATISFIED ITSELF AS TO THEIR PHYSICAL AND ENVIRONMENTAL CONDITION, BOTH SURFACE AND SUBSURFACE, INCLUDING BUT NOT LIMITED TO CONDITIONS SPECIFICALLY RELATED TO THE PRESENCE, RELEASE OR DISPOSAL OF HAZARDOUS SUBSTANCES, SOLID WASTES, ASBESTOS AND OTHER MAN MADE FIBERS, OR NATURALLY OCCURRING RADIOACTIVE MATERIALS. EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT GRANTEE IS RELYING SOLELY UPON ITS OWN INSPECTION OF THE PROPERTIES, AND GRANTEE ACCEPTS ALL OF THE SAME, INCLUDING, WITHOUT LIMITATION, THE EQUIPMENT COMPRISING PART OF THE PROPERTIES, IN THEIR "AS IS," "WHERE IS" CONDITION.

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GRANTEE ACKNOWLEDGES AND AGREES THAT ALL MATERIALS, DOCUMENTS, AND OTHER INFORMATION MADE AVAILABLE TO GRANTEE AT ANY TIME IN CONNECTION WITH THE TRANSACTION CONTEMPLATED HEREBY, WERE MADE AVAILABLE TO GRANTEE AS AN ACCOMMODATION, AND, EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, AS TO THE ACCURACY AND COMPLETENESS OF SUCH MATERIALS, DOCUMENTS, AND OTHER INFORMATION. EXCEPT FOR GRANTOR'S REPRESENTATIONS AND WARRANTIES EXPRESSLY SET FORTH IN THE PURCHASE AGREEMENT, GRANTEE EXPRESSLY AGREES THAT ANY

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RELIANCE UPON OR CONCLUSIONS DRAWN THEREFROM SHALL BE AT GRANTEE'S RISK TO THE MAXIMUM EXTENT PERMITTED BY LAW AND SHALL NOT GIVE RISE TO ANY LIABILITY OF OR AGAINST GRANTOR AND GRANTEE HEREBY WAIVES AND RELEASES ANY CLAIMS ARISING UNDER THIS AGREEMENT, COMMON LAW OR ANY STATUTE ARISING OUT OF ANY MATERIALS, DOCUMENTS OR INFORMATION PROVIDED TO GRANTEE.

Notwithstanding anything herein to the contrary, Grantee shall not be entitled to assert any claim under the special warranty of title contained herein for any Asserted Defect (as defined in the Purchase Agreement).

This Conveyance is made subject to that certain Purchase and Sale Agreement among CPX, PetroCap and Grantee dated March 3, 2017 (as amended from time to time, the "Purchase Agreement") and in the event of a conflict between the terms hereof and the terms of the Purchase Agreement, the terms of the Purchase Agreement shall govern; provided, however, that third parties may rely only on this Conveyance to vest title to the Properties in Grantee. All terms used but not defined herein shall have the meanings assigned to them in the Purchase Agreement. The Purchase Agreement contains certain representations, warranties and agreements between the parties, some of which may survive the delivery of this Conveyance, as provided for therein.

Grantor agrees to execute and deliver to Grantee, from time to time, such other and additional instruments, notices, division orders, transfer orders and other documents, and to do all such other and further acts and things as may be necessary to more fully and effectively grant, convey and assign to Grantee the Properties.

This Conveyance is being executed in several counterparts all of which are identical except that, to facilitate recordation, certain counterparts hereof may contain only that portion of the Exhibits which contain specific descriptions of properties located in the recording jurisdiction in which the particular counterpart is to be recorded, with other portions of the Exhibits being included in such counterparts by reference only. All of such counterparts together shall constitute one and the same instrument.

[Remainder of page intentionally left blank; signature pages follow.]

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IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment but shall be effective as of May 1, 2017 (the "Effective Date").

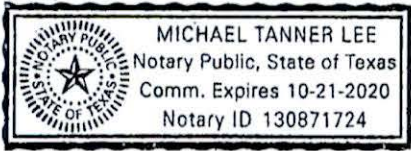
GRANTOR:

CP EXPLORATION II, LLC

By: [Signature]
Name: Daniel T. Griffith
Title: Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me on the 11 day of May, 2017, by Daniel T. Griffith, the Chief Financial Officer of CP Exploration II, LLC, a Delaware limited liability company, on behalf of said limited liability company.



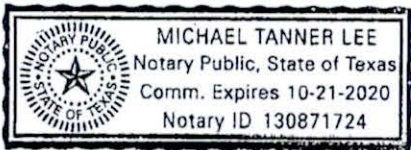
[Signature]
NOTARY PUBLIC

CPX II OPERATING, LLC

By: [Signature]
Name: Daniel T. Griffith
Title: Chief Financial Officer

STATE OF TEXAS §
 §
COUNTY OF COLLIN §

The foregoing instrument was acknowledged before me on the 11 day of May, 2017, by Daniel T. Griffith, the Chief Financial Officer of CPX II Operating, LLC, a Delaware limited liability company, on behalf of said limited liability company.



[Signature]
NOTARY PUBLIC

Signature Page to Conveyance

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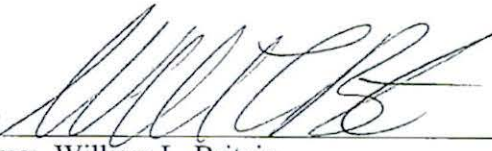
IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment but shall be effective as of May 1, 2017 (the "Effective Date").

GRANTOR:

PETROCAP CPX, LLC

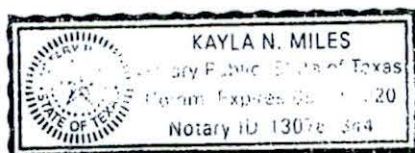
By: PetroCap Partners II, L.P.
Its: Managing Member

By: PetroCap Partners II GP, LLC
Its: General Partner

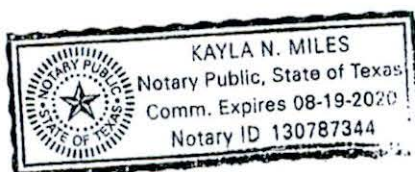
By: 
Name: William L. Britain
Title: Managing Director

STATE OF TEXAS §
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COUNTY OF DALLAS §

The foregoing instrument was acknowledged before me on the ____ day of May, 2017, by William L. Britain, the Managing Director of PetroCap Partners II GP, LLC, a Delaware limited liability company, the General Partner of PetroCap Partners II, L.P., a Delaware limited partnership, the Managing Member of PetroCap CPX, LLC, a Texas limited liability company, on behalf of said limited liability company as General Partner of such limited partnership as Managing Member of such limited liability company.




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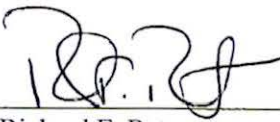
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IN WITNESS WHEREOF this Conveyance has been executed by Grantor and Grantee on the date of its acknowledgment but shall be effective as of May 1, 2017 (the "Effective Date").

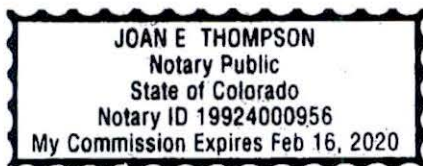
GRANTEE:

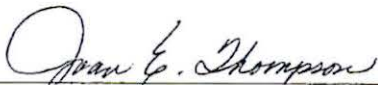
RESOLUTE NATURAL RESOURCES
SOUTHWEST, LLC

By: 
Name: Richard F. Betz
Title: Chief Executive Officer

STATE OF COLORADO §
COUNTY OF DENVER §

The foregoing instrument was acknowledged before me on the 11th day of May, 2017, by Richard F. Betz, the Chief Executive Officer of Resolute Natural Resources Southwest, LLC, a Delaware limited liability company, on behalf of said limited liability company.




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Exhibit A

Leases

See Attached.

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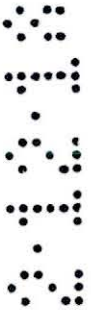
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CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TXOR001.00	W. J. DURHAM, ET UX	O. DALE SMITH	2/12/1951	2748.0000	824.4000	Sections 2, 3, 5, 6, Block C20 PSL, Reeves County, Texas FOU'S 1&2 WHICH CONSTITUTE SECTION 2 ARE EARNED NET MINERAL ACRES. FOU'S 3,4,5,6 AND THE PORTIONS OF FOU'S 7A & 7B WHICH CONSTITUTE SECTIONS 3,5 & 6 ARE UN-EARNED FARMOUT NET MINERAL ACRES	INSOFAR AND ONLY INSOFAR AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW	134/121; As Amended 1277/210, 1277/214
TXOR002.00	O. DALE SMITH	BUFFALO OIL COMPANY	2/12/1951	2748.0000	824.4000	Sections 2, 3, 5, 6, Block C20 PSL, Reeves County, Texas. FOU'S 1&2 WHICH CONSTITUTE SECTION 2 ARE EARNED NET MINERAL ACRES. FOU'S 3,4,5,6 AND THE PORTIONS OF FOU'S 7A & 7B WHICH CONSTITUTE SECTIONS 3,5 & 6 ARE UN-EARNED FARMOUT NET MINERAL ACRES	INSOFAR AND ONLY INSOFAR AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW	134/125; SEE Ratification of Pooled Unit 1354/759
TXOR003.00	A. H.COALE JR., INDIV AND AS AGENT FOR MRS. C. M. SCHREIBER	C. H. DAVIS	7/28/1950	320.0000	192.0000	E/2 Section 44, Block 56T3 T&PRRCO, Reeves County, Texas,. THE PORTIONS OF FOU'S 7A & 7B WHICH CONSTITUTE THE E/2 OF SECTION 44 ARE UN-EARNED FARMOUT NET MINERAL ACRES.	INSOFAR AND ONLY INSOFAR AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW	129/584; SEE Ratification of Pooled Unit 1354/754

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CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TXOR004.00	NORCOP, A. W. ET AL, INDIV. AND AS AGENTS FOR THE STATE OF TEXAS	BUFFALO OIL COMPANY	1/2/1952	320.0000	192.0000	S/2 Section 10 Block 56T3 T&PRRCO, Reeves County, Texas. FOU 8 WHICH CONSTITUTES S/2 SECTION 10 IS UN-EARNED FARMOUT NET MINERAL ACRES.	INSOFAR AND ONLY INSOFAR AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW	149/284
TX00001.01	Young, Ronald D. and Cecilia A.	CP Exploration II, LLC	7/28/2015	10.0000	0.9722	Lot 21, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1204/439
TX00001.02	Young, Jerry D. and Suzanne	CP Exploration II, LLC	7/28/2015	10.0000	0.9722	Lot 21, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1204/437
TX00001.03	Bowman, Donna Jean	CP Exploration II, LLC	7/28/2015	10.0000	0.9722	Lot 21, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1204/438
TX00002.00	Whitley, Ronald M.	CP Exploration II, LLC	8/25/2015	10.0000	5.0000	Lot 54, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1208/358
TX00003.00	Batey, Hensley Kermit Jr. and Beverly Jean	CP Exploration II, LLC	11/2/2015	10.0000	10.0000	Lot 48, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1228/759
TX00004.00	The Baptist Foundation of Oklahoma	CP Exploration II, LLC	11/12/2015	113.0000	6.0031	Lots 1, 11, 12, 14, 15, 20,37,50,52,53,63 and a 3 acre reserved tract in Section 7, Block C-20 PSL, Reeves County, Texas	NONE	1228/758
TX00005.00	The Morris Winkler Bypass Trust, represented by Jaime Winkler and Richard Mandelsohn, Co-Trustees	CP Exploration II, LLC	8/25/2015	60.0000	30.0000	Lots 33, 36, 42, 46, 64 & 65, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1204/435
TX00006.00	Blake Oil and Gas Corporation	CP Exploration II, LLC	8/25/2015	30.0000	30.0000	Lots 6, 13 & 61, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/425

CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TX00007.00	Desert Partners V, L.P.	CP Exploration II, LLC	12/9/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1231/178
TX00008.01	Glenn Sterling Thompson	CP Exploration II, LLC	10/22/2015	70.0000	10.9375	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/429
TX00008.02	Tracy Hankins McDonald	CP Exploration II, LLC	10/22/2015	70.0000	2.1875	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/428
TX00008.03	Mark Allen Thompson	CP Exploration II, LLC	10/22/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/430
TX00008.04	Ginger Thompson Paty	CP Exploration II, LLC	10/22/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/423
TX00008.05	Stacy Hankins	CP Exploration II, LLC	10/22/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/427
TX00008.06	Ellice Kendzior	CP Exploration II, LLC	10/22/2015	70.0000	2.1875	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/421
TX00008.07	Thompson, Tony	CP Exploration II, LLC	10/22/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/426
TX00008.08	Stephanie Hankins Green	CP Exploration II, LLC	10/22/2015	70.0000	8.7500	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/425
TX00008.09	Jacob Kendzior	CP Exploration II, LLC	10/22/2015	70.0000	2.1875	Lots 3, 5, 34, 43, 58, 59 and 60, Section 7 Block C20 PSL, Reeves County, Texas	NONE	1213/424
TX00012.00	Perry Land Limited, LLC	CP Exploration II, LLC	10/4/2016	640.0000	640.0000	Section 163 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1331/0452



CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TX00014.00	Don Weinacht, LP	Eight Energy, LLC	12/6/2016	298.9810	259.4905	North 220 acres of the East Half, Section 118 and the W/2 NW/4 Section 128, all in Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1374 / 0503 / 17-02665
TX00015.00	Quail Valley Properties Ltd.	CP Exploration II, LLC	1/13/2017	1440.0000	720.0000	E/2 Section 126, All of Section 127, NE/4 and S/2 of Section 164, all in Block 13 H&GNRR CO Survey, Reeves County, Texas, containing 1440 gross acres, more or less.	NONE	1375/ 0199/ 17-02789
TX00017.00	Mary Anne Goodson Rogers Brown	Covey Energy Partners LP.	8/15/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/763 As Amended
TX00018.00	Anne Veatch Jacobs Cantrill	Covey Energy Partners LP.	8/1/2016	640.0000	14.5454	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/122 As Amended
TX00019.00	Kimberly Ellis	Covey Energy Partners LP.	9/29/2016	640.0000	2.90909	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/756 As Amended
TX00020.00	Frances Nicholas Fassett	Covey Energy Partners LP.	8/1/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/125 As Amended
TX00021.00	The Estate of Edward P. Goodson, dec'd	Covey Energy Partners LP.	8/19/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/757 As Amended
TX00022.00	Carol Jane Nicholas Hayes	Covey Energy Partners LP.	7/22/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/765 As Amended
TX00023.00	Anne R. Nicholas, Trustee	Covey Energy Partners LP.	8/2/2016	640.0000	116.36364	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/123 As Amended
TX00024.00	George N. Hester	Covey Energy Partners LP.	7/19/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1031/111 As Amended



CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TX00025.00	Jennifer M. Hester	Covey Energy Partners LP.	7/26/2016	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/103
TX00026.00	Kevin J. Hester	Covey Energy Partners LP.	7/24/2016	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/107
TX00027.00	Sara Hester	Covey Energy Partners LP.	7/25/2016	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/110
TX00028.00	Barbara V. LaVogue	Covey Energy Partners LP.	8/3/2016	640.0000	14.45454	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/116 As Amended
TX00029.00	Linda Marie Longfield	Covey Energy Partners LP.	8/16/2016	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/758 As Amended
TX00030.00	Longfield Family Trust	Covey Energy Partners LP.	1/11/2017	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1372/336 As Amended
TX00031.00	Michael Longfield	Covey Energy Partners LP.	10/12/2016	640.0000	2.90909	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/754 As Amended
TX00032.00	Cherry L. McIlvain	Covey Energy Partners LP.	7/29/2016	640.0000	11.63636	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/126 As Amended
TX00033.00	Charles Nicholas	Covey Energy Partners LP.	7/22/2016	640.0000	1.93939	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/112 As Amended
TX00034.00	Christopher D. Nicholas	Covey Energy Partners LP.	7/30/2016	640.0000	23.27273	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/124 As Amended
TX00035.00	Daniel J. Nicholas	Covey Energy Partners LP.	7/23/2016	640.0000	1.93939	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/764 As Amended
TX00036.00	George Nicholas	Covey Energy Partners LP.	8/3/2016	640.0000	9.69697	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/120 As Amended

CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TX00037.00	Jane Elizabeth Nicholas	Covey Energy Partners LP.	7/21/2016	640.0000	23.27273	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/115 As Amended
TX00038.00	Linda Lou Nicholas	Covey Energy Partners LP.	7/20/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/109 As Amended
TX00039.00	Philip N. Nicholas, III	Covey Energy Partners LP.	8/3/2016	640.0000	1.93939	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/117 As Amended
TX00040.00	Sarah L. Nicholas	Covey Energy Partners LP.	8/5/2016	640.0000	23.2727	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1329/766
TX00041.00	Elizabeth V. Nicholas Padin	Covey Energy Partners LP.	8/2/2016	640.0000	9.69697	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/118 As Amended
TX00042.00	Harriet Ann Longfield Pitman	Covey Energy Partners LP.	7/28/2016	640.0000	5.81818	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/113 As Amended
TX00043.00	Barbara N. Potts	Covey Energy Partners LP.	7/27/2016	640.0000	9.69697	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/129 As Amended
TX00044.00	Thomas Peden Rogers	Covey Energy Partners LP.	7/21/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/108 As Amended
TX00045.00	Louise Lauder Roos	Covey Energy Partners LP.	7/29/2016	640.0000	11.63636	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/105 As Amended
TX00046.00	Erica Ruthven	Covey Energy Partners LP.	7/29/2016	640.0000	4.84848	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/104 As Amended
TX00047.00	Kevin Ruthven	Covey Energy Partners LP.	7/26/2016	640.0000	4.84848	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/106 As Amended
TX00048.00	Nancy Nicholas-Sayyah	Covey Energy Partners LP.	7/27/2016	640.0000	3.87878	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/130



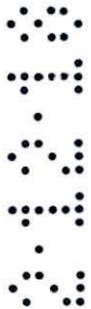
CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
TX00049.00	Martha Nicholas Selden	Covey Energy Partners LP.	7/26/2016	640.0000	9.69697	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/121 As Amended
TX00050.00	Jane Peden Stewart	Covey Energy Partners LP.	7/27/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/127 As Amended
TX00051.00	Jane Ann Thomas	Covey Energy Partners LP.	7/25/2016	640.0000	29.09091	Section 119 Block 13 H&GNRR Survey, Reeves County, Texas	NONE	1301/131 As Amended
EE01 (TX00056.00)	Debbie Aufdengarten	Eight Energy, Inc.	1/17/2017	100.000	18.0000	South 80 acres of the E/2 and the S/2 S/2 N/2 SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0641 / 17-04770
EE02 (TX00057.00)	Laurie Mund	Eight Energy, Inc.	1/17/2017	100.000	24.0000	South 80 acres of the E/2 and the S/2 S/2 N/2 SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0640 / 17-04769
EE03 (TX00058.00)	Marla Jo Buren	Eight Energy, Inc.	1/17/2017	100.000	18.0000	South 80 acres of the E/2 and the S/2 S/2 N/2 SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0642 / 17-04771
EE04 (TX00069.00)	Bobby Hooton	Eight Energy, Inc.	1/27/2017	160.000	1.1430	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0634 / 17-04763
EE05 (TX00085.00)	James William Hooton	Eight Energy, Inc.	1/27/2017	160.000	1.9050	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0617 / 17-04748
EE06 (TX00059.00)	Smith Living Trust	Eight Energy, Inc.	1/23/2017	140.000	28.4375	E/2 E/2, S&E 20ac in the NE Corner, Section 174, Block 13, HGN	NONE	1389 / 0613 / 17-04744
EE07 (TX00061.00)	Alice Ann Hooton Plum	Eight Energy, Inc.	1/24/2017	160.000	1.4286	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0627 / 17-04757

CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
EE08 (TX00066.00)	Christine Elizabeth Jenkins	Eight Energy, Inc.	1/24/2017	160.000	3.8095	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0628 / 17-04758
EE09 (TX00067.00)	Gail Hooton	Eight Energy, Inc.	1/24/2017	160.000	1.1430	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0624 / 17-04754
EE10 (TX00086.00)	Katherine Hooton Standing	Eight Energy, Inc.	1/24/2017	160.000	1.9050	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0625 / 17-04755
EE11 (TX00087.00)	Margaret Ann Keasler Horick	Eight Energy, Inc.	1/24/2017	160.000	7.6190	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0622 / 17-04753
EE12 (TX00064.00)	Philip Noel Jenkins and Lee Ann Jenkins, Co-Trustees of the Philip N. and Lee A. Jenkins Living Trust	Eight Energy, Inc.	1/25/2017	160.000	3.8095	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0629 / 17-04759
EE13 (TX00088.00)	Phillip Leahy Hooton	Eight Energy, Inc.	1/24/2017	160.000	1.9050	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0620 / 17-04751
EE14 (TX00074.00)	Thomas McKenzie Hooton	Eight Energy, Inc.	1/24/2017	160.000	1.4290	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0618 / 17-04749
EE15 (TX00075.00)	Jeffrey Lynn Crouch	Eight Energy, Inc.	1/25/2017	160.000	11.4286	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0619 / 17-04750
EE16 (TX00089.00)	Sara Keasler Barnett, Trustee for the Thelma Keasler Trust	Eight Energy, Inc.	1/25/2017	160.000	22.8571	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0626 / 17-04756
EE17 (TX00068.00)	Barbara Hooton Caldwell	Eight Energy, Inc.	1/27/2017	160.000	1.4290	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0621 / 17-04752



CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
EE18 (TX00062.00)	Deborah Hooton Hartsock	Eight Energy, Inc.	1/27/2017	160.000	2.2857	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0631 / 17-04760
EE19 (TX00060.00)	James Byron Hooton	Eight Energy, Inc.	1/27/2017	160.000	1.4290	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0632 / 17-04761
EE20 (TX00065.00)	William D. Hooton	Eight Energy, Inc.	1/27/2017	160.000	1.1429	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0633 / 17-04762
EE21 (TX00063.00)	Berniece Marts	Eight Energy, Inc.	2/1/2017	80.000	2.0000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0651 / 17-04780
EE22 (TX00076.00)	Betty Simpson James	Eight Energy, Inc.	2/1/2017	80.000	0.4000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0653 / 17-04782
EE23 (TX00072.00)	Darwin Murdoch	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0648 / 17-04777
EE24 (TX00071.00)	Janelle Murdoch Senne	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0647 / 17-04776
EE25 (TX00077.00)	Jill Everett	Eight Energy, Inc.	2/2/2017	80.000	0.6667	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0650 / 17-04779
EE26 (TX00093.00)	Joe C. Harvey	Eight Energy, Inc.	2/2/2017	80.000	0.1333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0655 / 17-04784

CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
EE27 (TX00078.00)	Joe Fincher	Eight Energy, Inc.	2/2/2017	80.000	0.6667	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0649 / 17-04778
EE28 (TX00073.00)	Violet Eva Murdoch Porter	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0652 / 17-04781
EE29 (TX00092.00)	Donald Frank Harvey	Eight Energy, Inc.	2/6/2017	80.000	0.1333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0654 / 17-04783
EE30 (TX00070.00)	Charlie Murdoch	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0639 / 17-04768
EE31 (TX00084.00)	Jane Simpson Rankin	Eight Energy, Inc.	2/2/2017	80.000	0.4000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0645 / 17-04774
EE32 (TX00079.00)	Joe Randall Simpson	Eight Energy, Inc.	2/1/2017	80.000	0.4000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0636 / 17-04765
EE34 (TX00090.00)	Kay Keasler Casper	Eight Energy, Inc.	1/24/2017	160.000	7.6190	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0615 / 17-04746
EE35 (TX00091.00)	Thelma Maurine Murdoch	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0644 / 17-04773
EE36 (TX00055.00)	Mary Hooton Hardin	Eight Energy, Inc.	1/24/2017	160.000	2.8571	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0614 / 17-04745



CONTRACT ID	LESSOR	LESSEE	LEASE DATE	GROSS ACRES	NET ACRES	PROPERTY DESCRIPTION	DEPTH RESTRICTION	RECORDING
EE37 (TX00080.00)	Nancy Kay Bryant	Eight Energy, Inc.	2/13/2017	80.000	0.6667	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0637 / 17-04766
EE38 (TX00081.00)	Nina Fincher	Eight Energy, Inc.	2/2/2017	80.000	2.0000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0638 / 17-04767
EE39 (TX00095.00)	Sidney Warren Fincher	Eight Energy, Inc.	2/2/2017	80.000	2.0000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0657 / 17-04786
EE40 (TX00082.00)	Trueman D. Murdoch	Eight Energy, Inc.	2/2/2017	80.000	0.3333	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0635 / 17-04764
EE41 (TX00096.00)	Wanda Fincher Bell by Larry Cornelius Cox, Attorney-in-Fact	Eight Energy, Inc.	2/2/2017	80.000	2.0000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0646 / 17-04775
EE42 (TX00083.00)	LaJuan Fincher Clark	Eight Energy, Inc.	2/2/2017	80.000	2.0000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0643 / 17-04772
EE43 (TX00094.00)	Sharon Kaye Callihan Johnson	Eight Energy, Inc.	2/1/2017	80.000	0.2000	S/2 of SE/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0656 / 17-04785
EE44 (TX00097.00)	Gregory Jenkins	Eight Energy, Inc.	1/24/2017	160.000	3.8095	NW/4 of Section 118, Block 13, H&GN RR Co. Survey, Reeves County, Texas.	NONE	1389 / 0616 / 17-04747

NOTE 1: The Wolfcamp formation or its stratigraphic equivalent, the top of which is at a measured depth of 10,533 feet and the base of which is at a measured depth of 14,400 feet, both depths as seen in the Halliburton Dual Laterolog in the Darcy State 3201 well (API # 42-389-32214) located in Section 32, Block 1, H&GN RR CO, Loving County, Texas ("Wolfcamp Formation").

True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
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Exhibit A-1

Easements

See Attached.

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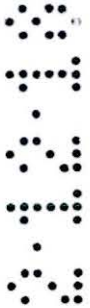
True & Correct Copy of a
document on file at
Reeves County Texas,
Dianne O. Florez, County Clerk
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01313

CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR006.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 9616	9/1/2015	2.75 acre drillsite, SW/4 Sec. 47, Blk 56 T2, Reeves County, Texas	1197 / 435
TXOR008.00	Hanging H Ranch, Inc.	CPX II Operating, LLC	Pipeline Right-of-Way Privilege (Buried)	10/20/2015	342.21 rods, Sec 2 Blk C-20 PSL & 8, Blk 56 T3 PSL Survey, Reeves County, Texas	1298 / 737 / 16-09720
TXOR009.00	Hanging H Ranch, Inc.	CPX II Operating, LLC	Road Use Agreement	11/9/2015	167.1 Rods Sec 8 Blk 56 T3; 30 ft ROW, Reeves County, Texas	1298 / 0744 / 16-09721
TXOR010.00	Hanging H Ranch, Inc.	CPX II Operating, LLC	Surface Use Agreement	10/20/2015	150 x 150 meter and tank site on Sec 8 Blk 56 T3, Reeves County, Texas	1298 / 0753 / 16-09722
TXOR013.00	Texas Pacific Land Trust	CPX II Operating, LLC	Pipe Line Easement No. 9672, as Amended	10/26/2015	34.32 rods, Sec. 47, Blk 56 T2, Reeves County, Texas	1217 / 0673 / 15-11513; Amended 17-08127
TXOR014.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 10280	8/23/2016	2.6263 acre drillsite, E/2 Sec. 47, Blk 56 T2, Reeves County, Texas	1321 / 0153 / 16-12619
TXOR015.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 10324	9/28/2016	3.6731 acre drillsite SE/4 Section 47 Blk 56T2, Reeves County, Texas	1383 / 0382 / 17-03787
TXOR017.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 10375	11/22/2016	3.7 acre drillsite, SE/4 Sec. 47, Blk 56 T2, Reeves County, Texas	1346 / 0683 / 16-16496



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR018.00	Chimney Hill Resources, LLC	CPX II Operating, LLC	Roadway Use Agreement	12/19/2016	SW/4 Section 44, Block 56 T3, Reeves County, Texas	1357 / 0428 / 17-00246
TXOR020.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 10357	10/19/2016	3.6731 acre drillsite SE/4 Section 47 Blk 56T2, Reeves County, Texas	1363 / 0697 / 17-01075
TXOR021.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Use and Subsurface Wellbore Easement No. 10391	12/6/2016	3.7 acre drillsite located in south part of Sec. 47 Blk 56T2, surface location 400' from S line and 2128' from East line Sec 47.	1372 / 0310 / 17-02310
TXOR022.00	Texas Pacific Land Trust	CPX II Operating, LLC	Road Lease No. 10530	2/9/2017	Section 45, Block 56T2 T&PRR Co. Survey, Reeves County, Texas, access from HWY 285 through Section 45.	1383 / 0388 / 17-03788
TXOR023.00	Texas Pacific Land Trust	CPX II Operating, LLC	Surface Lease No. 10521, Frac Fluid Flow Back Storage Agreement, as Amended	12/21/2016	6 acre flowback pond located in Section 47, Block 56 T2 T&PRR Co. Survey, Reeves County, Texas.	1383 / 0378 / 17-03786 Amended 17-07667
TXOR039.00	John D. Camp	CPX II Operating, LLC	Ratification of Road Use and Maintenance Agreement	9/3/2015	East Half Section 46-56T2, Reeves County, Texas, surface access for use of BHP Road	17-07339
TXOR040.00	Robert M. Davenport	CPX II Operating, LLC	Ratification of Road Use and Maintenance Agreement	9/3/2015	West Half Section 46-56T2, Reeves County, Texas, surface access for use of BHP Road	17-07336



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR041.00	George A. Thomas	CPX II Operating, LLC	Ratification of Road Use and Maintenance Agreement	9/3/2015	West Half Section 46-56T2, Reeves County, Texas, surface access for use of BHP Road	17-07335
TXOR042.00	Tom E. Johnson, LP	CPX II Operating, LLC	Ratification of Road Use and Maintenance Agreement	9/3/2015	West Half Section 46-56T2, Reeves County, Texas, surface access for use of BHP Road	17-07338
TXOR043.00	Roy E. Kimsey, Jr.	CPX II Operating, LLC	Ratification of Road Use and Maintenance Agreement	9/3/2015	West Half Section 46-56T2, Reeves County, Texas, surface access for use of BHP Road	17-07337
TXOR044.00	BHP-Billiton Petroleum Properties (N.A.), LP.	CPX II Operating, LLC	Access to Easement and Right of Way Agreements	11/30/2016	Written Agreement working related to electrical easements and infrastructure across Sections 45, 46 and 47, Block 56T2, Reeves County, Texas	Not Applicable
TXOR049.00	Foundation Minerals, LLC, Mavros Minerals, LLC and Oak Valley Mineral and Land, LP.	CPX II Operating, LLC	Roadway Use Agreement	12/16/2016	Southwest Quarter of Section 44, Block 56 T3, Reeves County, Texas	1393 / 0162 / 17-05251
TXOR050.00	CP Exploration II, LLC and PetroCap CPX, LLC	CPX II Operating, LLC	Surface Site and Road Use Agreement	12/20/2016	East Half of Section 44, Block 56T3 T&PRR Co. Survey, Reeves County, Texas.	17-04607
TXOR051.00	John D. Camp	CPX II Operating, LLC	Ratification of Easement and Right of Way Agreement	10/7/2016	Electrical Easement across the East Half Section 46-56T2, Reeves County, Texas.	17-07699
TXOR052.00	Robert M. Davenport	CPX II Operating, LLC	Ratification of Easement and Right of Way Agreement	11/30/2016	Electrical Easement across the West Half Section 46-56T2, Reeves County, Texas.	17-08129
TXOR053.00	George A. Thomas	CPX II Operating, LLC	Ratification of Easement and	11/16/2016	Electrical Easement across the West Half Section 46-56T2, Reeves County,	17-08130



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
			Right of Way Agreement		Texas.	
TXOR054.00	Tom E. Johnson, LP	CPX II Operating, LLC	Ratification of Easement and Right of Way Agreement	11/15/2016	Electrical Easement across the West Half Section 46-56T2, Reeves County, Texas.	17-07700
TXOR055.00	Roy E. Kimsey, Jr.	CPX II Operating, LLC	Ratification of Easement and Right of Way Agreement	11/10/2016	Electrical Easement across the West Half Section 46-56T2, Reeves County, Texas.	17-07698
TXOR056.00	Texas Pacific Land Trust	CPX II Operating, LLC	Term Electric Line Easement No. 10612	3/27/2017	Easement from HWY 285 Sections 45 and 47, Block 56T2 T&PRR Co. Survey, Reeves County, Texas.	17-06728
TXOR057.00	CP Exploration II, LLC	Vector Seismic Data Processing, LLC	Seismic Permit	03/04/2017	AB 3732 BLK 56-3 SEC 44 T&P RR CO, 128 NET ACRES	Not applicable
TXOR060.00	John D. Camp	CPX II Operating, LLC	Pipeline Right of Way Agreement	3/31/2017	Temporary fresh water pipeline across the W/2 Section 46 Block 56 T2 T&P RR CO Survey, Reeves County, Texas	17-07668
TXOR061.00	Robert M. Davenport	CPX II Operating, LLC	Pipeline Right of Way Agreement	3/31/2017	Temporary fresh water pipeline across the E/2 Section 46 Block 56 T2 T&P RR CO Survey, Reeves County, Texas	17-08128
TXOR062.00	George A. Thomas	CPX II Operating, LLC	Pipeline Right of Way Agreement	3/31/2017	Temporary fresh water pipeline across the E/2 Section 46 Block 56 T2 T&P RR CO Survey, Reeves County, Texas	17-08310
TXOR063.00	Tom E. Johnson, LP	CPX II Operating, LLC	Pipeline Right of Way Agreement	3/31/2017	Temporary fresh water pipeline across the E/2 Section 46 Block 56 T2 T&P RR CO Survey, Reeves County, Texas	17-07670
TXOR064.00	Roy E. Kimsey, Jr.	CPX II Operating, LLC	Pipeline Right of Way Agreement	3/31/2017	Temporary fresh water pipeline across the E/2 Section 46 Block 56 T2 T&P RR CO Survey, Reeves County, Texas	17-07669
TXOR065.00	Texas Pacific Land Trust	CPX II Operating, LLC	Temporary Pipeline Permit Agreement No. 10611	3/31/2017	Temporary fresh water pipeline across the Sections 45 and 47, Block 56 T2 T&P RR CO Survey, Reeves County, Texas	Not Applicable

Exhibit A-2

Fee Properties

See Attached.

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CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR019.00	Brigham Minerals, LLC	CP Exploration II, LLC, et al	Special Warranty Deed	12/19/2016	The surface estate only on the East Half of Section 44, Block 56 T3, T&P RR CO Survey, Reeves County, Texas	1354 / 0171 / 16-17548

0123456789

Exhibit A-3

Contracts

See Attached

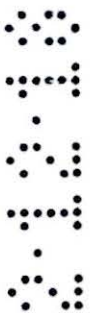
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CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
ORFOA.01	ConocoPhillips Company	CP Exploration II, LLC	Farmout and Joint Development Agreement	8/1/2015	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	1187 / 163 / 15-07129
ORFOA.02	ConocoPhillips Company	CP Exploration II, LLC	First Amendment to Farmout and Joint Development Agreement	3/6/2016	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	Not Applicable
ORFOA.03	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	Second Amendment to Farmout and Joint Development Agreement	6/28/2016	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	Not Applicable
ORFOA.04	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	Amended and Restated Farmout and Joint Development Agreement	9/22/2016 Effective 8/1/2015	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	1324 / 0237 / 16-13194
ORFOA.05	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	First Amendment to Amended and Restated Farmout and Joint Development Agreement	1/13/2017 Effective 8/1/2016	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	Not Applicable



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
ORFOA.06	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	Partial Assignment of Oil and Gas Leases and Bill of Sale	9/22/2016 Effective 7/6/2016	Farmout Unit #1, 320 acres, more or less, being the W/2 Half of Section 2, Block C20 PSL INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW, and the Durham Smith Fuente 201HL well.	1324 / 0315 / 16-13193
ORFOA.07	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	Partial Assignment of Oil and Gas Leases and Bill of Sale	2/8/2017 Effective 11/28/2016	Farmout Unit #2, 320 acres, more or less, being the E/2 Half of Section 2, Block C20 PSL INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW, and the Durham Smith Fuente 204HU well.	1376 / 0578 / 17-02993
ORFOA.08	ConocoPhillips Company	CP Exploration II, LLC and Petrocap CPX, LLC	Consent to Assign	5/12/2016	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	Not Applicable
ORFOA.09	ConocoPhillips Company, et al	CP Exploration II, LLC et al	Joint Operating Agreement	7/6/2016	West Half of Section 2, Block C20 PSL, Reeves County, Texas, INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	17-06691
ORFOA.10	ConocoPhillips Company, et al	CP Exploration II, LLC et al	Joint Operating Agreement	11/28/2016	East Half of Section 2, Block C20 PSL, Reeves County, Texas, INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	17-06692

CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR002.aa	ACS-ODS Oil & Gas, Ltd. and SSS-ODS Oil & Gas, Ltd.	CPX II Operating, LLC et al	Ratification of Pooled Unit – Brigham Fuente 4401 HU Unit	7/21/2016	Brigham Fuente 4401HU 481.65 acre Pooled Unit, E/2 Section 44 Blk 56T2 T&PRR Co. Survey and the SE/4 of Section 5 Block C20 PSL, Reeves County, Texas. LIMITED TO THE WOLFCAMP FORMATION AS DESCRIBED IN NOTE 1 BELOW.	1354 / 759 / 16-17637
TXOR003.aa	Brigham Minerals, LLC	CPX II Operating, LLC et al	Ratification of Pooled Unit – Brigham Fuente 4401 HU Unit	7/21/2016	Brigham Fuente 4401HU 481.65 acre Pooled Unit, E/2 Section 44 Blk 56T2 T&PRR Co. Survey and the SE/4 of Section 5 Block C20 PSL, Reeves County, Texas. LIMITED TO THE WOLFCAMP FORMATION AS DESCRIBED IN NOTE 1 BELOW.	1354 / 754 / 16-17636
TXOR005.00	BHP-Billiton Petroleum Properties (N.A.), LP.	CPX II Operating, LLC	Road Use and Maintenance Agreement	9/1/2015	Sec 45, 46 & 47, Blk 56 T2, Reeves County, Texas	Not Applicable
TXOR011.02	BHP-Billiton Petroleum Properties (N.A.), LP.	CPX II Operating, LLC	Letter Agreement Temporary Frac Pond Use	3/1/2017	Leopard 56-T2-47 Frac Pond in Sec 47 Blk 56 T2, Reeves County, Texas from 3/1/2017 to 7/31/2017.	Not Applicable
TXOR016.00	Black Mountain SWD, LP	CPX II Operating, LLC	Water Purchase Agreement	6/1/2016	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas.	Not Applicable
TXOR024.00	CPX II Operating, LLC, et al	PUBLIC	Designation of Pooled Unit	7/21/2016	Brigham Fuente 4401HU 481.65 acre Pooled Unit, E/2 Section 44 Blk 56T2 T&PRR Co. Survey and the SE/4 of Section 5 Block C20 PSL, Reeves County, Texas. LIMITED TO THE WOLFCAMP FORMATION AS DESCRIBED IN NOTE 1 BELOW.	1354 / 0744 / 16-17635



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR025.00	Anadarko E&P Onshore, LLC, et al	CP Exploration II, LLC et al	Joint Operating Agreement AAPL, Form 610-1982	12/1/2016	Chimera State 56-3-7 1H Unit	1366 / 0267 / 17-01447
TXOR026.00	Delaware Basin Midstream, LLC	CPX II Operating, LLC	Interconnection Agreement	10/23/2015	Tap located on NW/4 Section 8 Block 56T3, Reeves County, Texas.	Not Applicable
TXOR027.00	CPX II Operating, LLC, et al	ConocoPhillips Company	Gas Marketing Contract	1/1/2017	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County, Texas INsofar AND ONLY INsofar AS TO THE WOLFCAMP AS DESCRIBED IN NOTE 1 BELOW.	Not Applicable
TXOR030.00	Anadarko E&P Onshore, LLC, et al	CP Exploration II, LLC	Consent to Off Lease Penetration	9/6/2016	Durham Smith Fuente 204HU, surface location on Section 47 Block 56T2, T&PRR Co. Survey, Reeves County, Texas.	Not Applicable
TXOR031.00	CPX II Operating, LLC	Enterprise Crude Oil, LLC	Oil Purchase Contract (Enterprise Contract # CPX-P161032601-W	9/7/2016	Section 2, Block C20 PSL, Reeves County, Texas.	Not Applicable
TXOR032.00	Eclipse Midstream, LP	CPX II Operating, LLC	Saltwater Disposal Agreement	11/11/2015	Sections 2, 3, 5, 6, Block C20 PSL, E/2 Section 44 and S/2 Section 10, Block 56 T3 T&PRR Co Survey, Reeves County.	Not Applicable
TXOR034.00	USA Compression Partners, LP	CP Exploration II, LLC	Gas Compression Agreement	8/12/2016	Orla Section 2 Facility #2 located on Section 47, Block 56T2, T&PRR Co. Survey, Reeves County, Texas.	Not Applicable
TXOR035.00	Commissioner of the General Land Office of the State of Texas	Anadarko E&P Onshore, LLC, et al	Pooling Agreement, GLO Unit No. 8317	1/17/2017	Chimera State 56-3-7 Unit 1H, S/2 Section 10 Block 56T3 LIMITED TO THE WOLFCAMP FORMATION AS DESCRIBED IN NOTE 1 BELOW; N/2 of Section 10 Block 56T2 and All Section 7 Block 56 T2 T&PRR Co.	1327 / 0630 / 17-03964



CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
					Survey, Reeves County, Texas.	
TXOR036.00	ACS-ODS Oil & Gas, Ltd. and SSS-ODS Oil & Gas, Ltd. (Currie Smith, President)	CPX II Operating, LLC	Side Letter Agreement	8/23/2016	Sections 2, 3, 5, 6, Block C20 PSL, Reeves County, Texas.	Not Applicable
TXOR038.00	Oncor Electric Delivery Company, LLC	CP Exploration II, LLC	Tariff for Retail Delivery Service	11/2/2016	Section 47, Block 56T2, T&PRR Co. Survey, Reeves County, Texas.	Not Applicable
TXOR045.00	Reliant Energy Retail Services, LLC	CPX II Operating, LLC	Electricity Sales Agreement	3/1/2017	Section 47 Block 56T2, "Section 2 Facilities"	Not Applicable
TXOR058.00	Black Mountain SWD, LP	CP Exploration II, LLC and PetroCap CPX, LLC	Letter Agreement	3/13/2017	Two water wells located on the E/2 Section 44 Block 56 T3 T&P RR CO Survey, Reeves County, Texas	Not applicable
TXOR059.00	CP Exploration II, LLC and PetroCap CPX, LLC	Hanging H Ranch, Inc.	Grazing Lease	3/16/2017	E/2 Section 44 Block 56 T3 T&P RR CO Survey, Reeves County, Texas	Not applicable

NOTE 1: The Wolfcamp formation or its stratigraphic equivalent, the top of which is at a measured depth of 10,533 feet and the base of which is at a measured depth of 14,400 feet, both depths as seen in the Halliburton Dual Laterolog in the Darcy State 3201 well (API # 42-389-32214) located in Section 32, Block 1, H&GN RR CO, Loving County, Texas ("Wolfcamp Formation").



Exhibit B

Wells

API	WELL NAME	COUNTY	STATE
42-389-34982	Durham Smith Fuente 201HL	Reeves	Texas
42-389-35346	Durham Smith Fuente 204HU	Reeves	Texas
42-389-35563	Durham Smith Fuente 207HL	Reeves	Texas
42-389-35431	Durham Smith Fuente 209HL	Reeves	Texas
42-389-35440	Durham Smith Fuente 212HU	Reeves	Texas
42-389-35464	Durham Smith Fuente 214HU	Reeves	Texas
42-389-35584	Brigham Fuente 4401 HL	Reeves	Texas
42-389-35609	Brigham Fuente 4402 HU	Reeves	Texas
42-389-35523	Chimera State 56-3-7 Unit 1H	Reeves	Texas

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Exhibit C

Excluded Properties

See Attached.

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CONTRACT ID	GRANTOR	GRANTEE	INSTRUMENT TYPE	CONTRACT DATE	PROPERTY DESCRIPTION	RECORDING
TXOR037.00	Drilling Info, Inc.	CPX II Operating, LLC	License	7/7/2016	DI Classic and DI Courthouse Reeves Syndicate	Not Applicable
TXOR046.00	CGG Land (U.S.) Inc.	CP Exploration II, LLC	License	7/16/2015	3D Seismic License covering Orla Acreage	Not Applicable
TXOR047.00	IHS Global	CPX II Operating, LLC	License	7/1/2016	IHS/Petra Data License	Not Applicable
TXOR048.00	TX Comptroller	CPX II Operating, LLC	Permit	10/2/2016	Dyed Diesel Fuel Permit	Not Applicable
TX00052.00	Harry Lee Harrison, Jr.	Riverwood Exploration, LLC	Paid Up Oil and Gas Lease	1/13/2017	11.332 net acres out of the SW/4 Section 4, Block 55T7 T&PRR Co. Survey, Reeves County, Texas.	1393 / 0170 / 17-05252
TX00053.00	Shirley R. Ireland	Riverwood Exploration, LLC	Paid Up Oil and Gas Lease	1/13/2017	1.3332525 net acres out of the SW/4 Section 4, Block 55T7 T&PRR Co. Survey, Reeves County, Texas.	1393 / 0172 / 17-05254
TX00054.00	Dorothy Martyn	Riverwood Exploration, LLC	Paid Up Oil and Gas Lease	1/13/2017	1.3332525 net acres out of the SW/4 Section 4, Block 55T7 T&PRR Co. Survey, Reeves County, Texas.	1393 / 0171 / 17-05253
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Laptop computer and peripheral computer hardware and software in possession of Justin Bynum (CPX Field Manager)	Not Applicable
Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	All office furniture, computer hardware, computer software, communications equipment owned by CP Exploration II LLC or its affiliates and situated in Lafayette, LA,	Not Applicable



56

File No. MF 039970
Assign # 10557
CPX & CPX II (70) Relocate
Date Filed: 3-16-18
By: George P. Bush, Commissioner

CERTIFIED TRUE AND CORRECT COPY CERTIFICATE
STATE OF TEXAS
COUNTY OF REEVES

The above and foregoing is a full, true and correct photographic copy of the original record now in my lawful custody and possession, as the same is filed/recorded in the public records of my office, found in VOL. 1420 PAGE 225 THRU 262



I hereby certified on 9th Jan 18

DIANNE O. FLOREZ, COUNTY CLERK
REEVES COUNTY, TEXAS

BY E Rayos DEPUTY



RESOLUTE NATURAL RESOURCES

1700 Lincoln Street
Suite 2800
Denver CO 80203

Resolute

Check Number 1000137788

Invoice #	Oblig. Date	Description	Lessor	Net Amount
OBL20171201-39	12/01/2017	TEXAS GENERAL LAND OFFICE MF# 039970 RENT REGARDLESS: \$.10/ACRE * 320 ACRES = \$32 PER YEAR TO THE STATE Payee: TEXAS GENERAL LAND OFFICE P O BOX 12873 AUSTIN, TX 78711-2873 Prospect: 01233.000 A W NORCOP ET AL Lease Date: 01/02/1953 Oblig Type: MINIMUM ROYALTY PYMT Due Dt: 01/01/2018 Freq: 1 Year Book 149/Page 284/Registry Reeves/TX	A W NORCOP ET AL	32.00

MF 039970

18704656

11296

Payee

Check Date: 12/08/2017

Check Amount

32.00

18704656

RESOLUTE NATURAL RESOURCES

1700 Lincoln Street
Suite 2800
Denver CO 80203

U S BANK TREASURY DIVISION

23-2
1020

Check No	Check Date	Check Amount
1000137788	12/08/2017	*****\$32.00

PAY *Thirty Two Dollars and Zero Cents*

Void After 60 Days

TO TEXAS GENERAL LAND OFFICE
THE P O BOX 12873
ORDER AUSTIN TX 78711-2873
OF



⑈ 1000137788 ⑈

PLEASE DETACH AT PERFORATION ABOVE

RESOLUTE NATURAL RESOURCES

1700 Lincoln Street
Suite 2800
Denver CO 80203

PLEASE DETACH AT PERFORATION ABOVE

Resolute

Check Number 1000137788

Invoice #	Oblig. Date	Description	Lessor	Net Amount
OBL20171201-39	12/01/2017	TEXAS GENERAL LAND OFFICE MF# 039970 RENT REGARDLESS: \$.10/ACRE * 320 ACRES = \$32 PER YEAR TO THE STATE Payee: TEXAS GENERAL LAND OFFICE P O BOX 12873 AUSTIN, TX 78711-2873 Prospect: 01233.000 A W NORCOP ET AL Lease Date: 01/02/1953 Oblig Type: MINIMUM ROYALTY PYMT Due Dt: 01/01/2018 Freq: 1 Year Book 149/Page 284/Registry Reeves/TX	A W NORCOP ET AL	+ 32.00 121

18704656

11296

Payee

Check Date: 12/08/2017

Check Amount

32.00

Resolute

December 15th, 2017

Commissioner of the Texas General Land Office
PO BOX 12873
Austin, TX 78711

Re: Lease: TX01233.000 -AW Norcop Et Al – MF#039970
S/2 of Sect 10, BLK 56-T3 T&PRR Survey
Reeves County, Texas

To Whom it May Concern,

Enclosed please find our check number 1000137788 in the amount of \$32.00 to cover the rent regardless fee associated with the above lease made between AW Norcop Et Al and Buffalo Oil Co. with an effective date of 01/02/1952, Book 149 Page 284, which is located in Reeves County, TX. The rent regardless being \$0.10/acre * 320 acres = \$32.00, if the Minimum Royalty is not met.

(See the attached paragraph 8 from said lease)

If you have any questions, please feel free to give Russell Wickman a call at (432)684-7475 x 8115, or email him at rwickman@resoluteenergy.com.

Sincerely,



Rick Willis
Land Technician

5. If at the expiration of the primary term of this lease neither oil nor gas is being produced on the leased premises, but lessee is then engaged in operation for drilling for oil or gas, then this lease shall continue in force so long as operations for drilling are being continuously prosecuted in good faith on the leased premises; and operations for drilling shall be considered to be continuously prosecuted in good faith if not more than ninety (90) days shall elapse between the completion or abandonment of one well and the beginning of operations for the drilling of a subsequent well. If oil and/or gas shall be discovered and produced from any such well or wells drilled at or after the expiration of the primary term of this lease, this lease shall continue in force so long as oil and/or gas shall be produced in paying quantities from the leased premises.

6. The Lessee shall adequately protect the oil and gas under the above described land from drainage from the adjacent lands or leases. Neither the bonus, delay rentals, nor royalties paid or to be paid hereunder shall relieve Lessee from the obligations herein expressed, and for such purpose Lessee shall be required to drill as many wells as the facts may justify and to the depth or depths necessary for effective protection against undue drainage by other wells on adjacent lands or leases.

7. Should the first well or subsequent successive wells drilled on the above described land be a dry hole or dry holes, this lease shall terminate as to both parties, unless, on or before the rental paying date next ensuing after sixty days from the date of completion of such dry hole, the Lessee commences the drilling of another well or resumes payment of annual delay rental in the same manner as provided in paragraph numbered three of this lease; and it is further provided that a sworn log of any such dry hole drilled to completion shall be filed in the General Land Office forthwith after such completion and no later than the rental paying date next ensuing after the date of such completion.

8. However, it is understood and agreed that notwithstanding the fact that development may be in progress or production secured and royalty being paid hereunder the owner or operator of the leased premises shall continue to make annual rental payments to the State which, under such conditions and in the absence of any rentals being paid to the land owner, shall be the minimum of ten cents (10¢) per acre as provided by said Article 5368.

9. Should Lessee be prevented from complying with any express or implied covenant of this lease, from conducting drilling operations thereon, or from producing oil or gas therefrom, after effort made in good faith, by reason of war, rebellion, riots, strikes, acts of God, or any valid order, rule or regulation of government authority, then while so prevented, Lessee's obligation to comply with such covenant shall be suspended and Lessee shall not be liable for damages for failure to comply therewith; and this lease shall be extended while and so long as Lessee is prevented, by any such cause, from drilling, reworking operations or producing oil or gas from the leased premises; provided, however, that nothing herein shall be construed to suspend the payment of delay rentals in order to maintain this lease in effect during the primary or extended term in the absence of such drilling or reworking operations or production of oil or gas.

10. If the owner of the soil owns a less interest in the above described land than the entire and undivided surface estate therein, then the royalties and rentals herein provided to be paid to owner of the soil shall be paid to him only in the proportion which his interest bears to the whole and undivided surface estate.

11. Lessee shall have the right to use, free of cost, gas, oil and water produced on said land for all operations thereon, except water from wells or tanks of the owner of the soil and with the exception that the State must be paid its above specified royalty on production of oil and/or gas regardless of how used or disposed of.

12. When requested by the owner of the soil, Lessee shall bury his pipe lines below plow depth.

13. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without the written consent of the owner of the soil.

File No. M#039970 52
10 & Rentals County

Date Filed: 7/11/18

George P. Bush, Commissioner

By 65

15-10-16

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 841172	DATE PERMIT ISSUED OR AMENDED Jun 13, 2018	DISTRICT * 08
API NUMBER 42-389-37258	FORM W-1 RECEIVED Jun 13, 2018	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 1281.76
OPERATOR ANADARKO E&P ONSHORE LLC ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330		020528 NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME CHIMERA STATE 56-3-7 UNIT		WELL NUMBER 2H
LOCATION 5.93 miles SE direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION ⤵ 7 BLOCK ⤵ 56 T3 ABSTRACT ⤵ 880 SURVEY ⤵ T&P RR CO		
DISTANCE TO SURVEY LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST LEASE
PHANTOM (WOLFCAMP) CHIMERA STATE 56-3-7 UNIT	1281.76 200	10,100 833
WELLBORE PROFILE(s) FOR FIELD: Horizontal		
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 400.0 F NORTH L 1100.0 F WEST L Terminus Location BH County: REEVES Section: 10 Block: 56 T3 Abstract: 3247 Survey: T&P RR CO/GASSON, E Lease Lines: 60.0 F SOUTH L 1255.0 F WEST L Survey Lines: 60.0 F SOUTH L 1255.0 F WEST L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 841172	DATE PERMIT ISSUED OR AMENDED Jun 13, 2018	DISTRICT * 08
API NUMBER 42-389-37258	FORM W-1 RECEIVED Jun 13, 2018	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 1281.76
OPERATOR ANADARKO E&P ONSHORE LLC ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No: (432) 684-5581
LEASE NAME CHIMERA STATE 56-3-7 UNIT		WELL NUMBER 2H
LOCATION 5.93 miles SE direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION ◀ 7 BLOCK ◀ 56 T3 ABSTRACT ◀ 880 SURVEY ◀ T&P RR CO		
DISTANCE TO SURVEY LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME	ACRES NEAREST LEASE	DEPTH NEAREST WE
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.		

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County

Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
FORD-DELAWARE	2,500	2,500		1	12/17/2013
CASTILLE	2,800	2,800		2	12/17/2013
BELL CANYON	4,800	5,000		3	12/17/2013
DELAWARE	2,500	5,700		4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500		5	12/17/2013
CHERRY CANYON	3,800	7,800		6	12/17/2013
BONE SPRINGS	7,500	9,800		7	12/17/2013
PERMIAN	11,300	11,300		8	12/17/2013
WOLFCAMP	10,000	12,300		9	12/17/2013
PENNSYLVANIAN	11,000	14,900		10	12/17/2013
MISSISSIPPIAN	10,000	16,000		11	12/17/2013
DEVONIAN	13,600	17,800		12	12/17/2013
FUSSELMAN	14,000	17,800		13	12/17/2013
ELLENBURGER	15,000	20,800		14	12/17/2013

The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>



API No. <u>42-389-37258</u> Drilling Permit # <u>841172</u> SWR Exception Case/Docket No. _____		RAILROAD COMMISSION OF TEXAS OIL & GAS DIVISION APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER <i>This facsimile W-1 was generated electronically from data submitted to the RRC.</i> <i>A certification of the automated data is available in the RRC's Austin office.</i>				FORM W-1 07/2004 Permit Status: Approved	
1. RRC Operator No. <u>020528</u>		2. Operator's Name (as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC		3. Operator Address (include street, city, state, zip): ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330			
4. Lease Name CHIMERA STATE 56-3-7 UNIT		5. Well No. 2H					
GENERAL INFORMATION							
6. Purpose of filing (mark ALL appropriate boxes): ☒ New Drill ☐ Recompletion ☐ Reclass ☐ Field Transfer ☐ Re-Enter ☐ Amended ☐ Amended as Drilled (BHL) (Also File Form W-1D)							
7. Wellbore Profile (mark ALL appropriate boxes): ☐ Vertical ☒ Horizontal (Also File Form W-1H) ☐ Directional (Also File Form W-1D) ☐ Sidetrack							
8. Total Depth <u>12000</u>		9. Do you have the right to develop the minerals under any right-of-way? ☒ Yes ☐ No		10. Is this well subject to Statewide Rule 36 (hydrogen sulfide area)? ☒ Yes ☐ No			
SURFACE LOCATION AND ACREAGE INFORMATION							
11. RRC District No. <u>08</u>		12. County REEVES		13. Surface Location ☒ Land ☐ Bay/Estuary ☐ Inland Waterway ☐ Offshore			
14. This well is to be located <u>5.93</u> miles in a <u>SE</u> direction from <u>ORLA</u> which is the nearest town in the county of the well site.							
15. Section <u>7</u>		16. Block <u>56 T3</u>		17. Survey T&P RR CO		18. Abstract No. <u>A-880</u>	
				19. Distance to nearest lease line: <u>200</u> ft.		20. Number of contiguous acres in lease, pooled unit, or unitized tract: 1281.76	
21. Lease Perpendiculars: <u>400</u> ft from the <u>NORTH</u> line and <u>300</u> ft from the <u>WEST</u> line.							
22. Survey Perpendiculars: <u>400</u> ft from the <u>NORTH</u> line and <u>300</u> ft from the <u>WEST</u> line.							
23. Is this a pooled unit? ☒ Yes ☐ No		24. Unitization Docket No.: _____		25. Are you applying for Substandard Acreage Field? ☐ Yes (attach Form W-1A) ☒ No			
FIELD INFORMATION List all fields of anticipated completion including Wildcat. List one zone per line.							
26. RRC District No.	27. Field No.	28. Field Name (exactly as shown in RRC records)		29. Well Type	30. Completion Depth	31. Distance to Nearest Well in this Reservoir	
08	71052900	PHANTOM (WOLFCAMP)		Oil or Gas Well	10100	833.00	
BOTTOMHOLE LOCATION INFORMATION is required for DIRECTIONAL, HORIZONTAL, AND AMENDED AS DRILLED PERMIT APPLICATIONS (see W-1H attachment)							
Remarks [FILER Jun 13, 2018 1:05 PM]: H-9 WILL BE FILED WITH DISTRICT OFFICE UPON PERMIT APPROVAL.				Certificate: I certify that information stated in this application is true and complete, to the best of my knowledge. <u>Betsy Luna, Staff Regulatory Analyst</u> <u>Jun 13, 2018</u> Name of filer Date submitted <u>(432)2473623</u> <u>betsy.luna@anadarko.com</u> Phone E-mail Address (OPTIONAL)			
RRC Use Only Data Validation Time Stamp: Jun 13, 2018 2:40 PM(Current Version)							

Permit Status: Approved

*The RRC has not approved this application.
Duplication or distribution of information is
at the user's own risk.*

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

APPLICATION FOR PERMIT TO DRILL, RECOMPLETE, OR RE-ENTER

*This facsimile W-1 was generated electronically from data submitted to the RRC.
A certification of the automated data is available in the RRC's Austin office.*

Form W-1H 07/2004
Supplemental Horizontal Well Information

Permit # 841172

Approved Date: Jun 13, 2018

1. RRC Operator No. 020528	2. Operator's Name (exactly as shown on form P-5, Organization Report) ANADARKO E&P ONSHORE LLC	3. Lease Name CHIMERA STATE 56-3-7 UNIT	4. Well No. 2H
Lateral Drainhole Location Information			
5. Field as shown on Form W-1 PHANTOM (WOLFCAMP) (Field # 71052900, RRC District 08)			
6. Section 10	7. Block 56 T3	8. Survey T&P RR CO/GASSON, E	9. Abstract 3247
		10. County of BHL REEVES	
11. Terminus Lease Line Perpendiculars 60 ft. from the SOUTH line, and 1255 ft. from the WEST line			
12. Terminus Survey Line Perpendiculars 60 ft. from the SOUTH line, and 1255 ft. from the WEST line			
13. Penetration Point Lease Line Perpendiculars 400 ft. from the NORTH line, and 1100 ft. from the WEST line			

CERTIFICATE OF POOLING AUTHORITY

Revised 05/2001

P-12

1. Field Name(s) PHANTOM (WOLFCAMP)	2. Lease/ID Number (if assigned)	3. RRC District Number 08
4. Operator Name ANADARKO E&P ONSHORE LLC	5. Operator P-5 Number 020528	6. Well Number 2H
7. Pooled Unit Name CHIMERA STATE 56-3-7 UNIT	8. API Number	9. Purpose of Filing ☒ Drilling Permit (W-1) ☐ Completion Report
10. County REEVES	11. Total acres in pooled unit 1281.76	

DESCRIPTION OF INDIVIDUAL TRACTS CONTAINED WITHIN THE POOLED UNIT

TRACT/PLAT IDENTIFIER	TRACT NAME	ACRES IN TRACT (See inst. #7 below)	INDICATE UNDIVIDED INTERESTS	
			UNLEASED	NON-POOLED
1	CHEVRON U.S.A., INC.	319.66	☐	☐
2	GEORGE C. FRASER, ET AL	319.80	☐	☐
3	STATE OF TEXAS	321.05	☐	☐
4	STATE OF TEXAS	321.25	☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐
			☐	☐

CERTIFICATION:

I declare under penalties prescribed pursuant to the Sec. 91.143, Texas Natural Resources Code, that I am authorized to make the foregoing statements and that the information provided by me or under my direction on this Certificate of Pooling Authority is true, correct, and complete to the best of my knowledge.

Signature	BETSY LUNA
STAFF REG ANALYST	Print Name
Title	6/13/2018
E-mail (if available)	432-247-3623
	Date
	Phone

INSTRUCTIONS — Reference: Statewide Rules 31, 38 and 40

- When two or more tracts are pooled to form a unit to obtain a drilling permit, file completion paperwork, or reform a pooled unit pursuant to Rule 38(d)(3) the operator must file an original Certificate of Pooling Authority and certified plat.
- The certified plat shall designate each tract with an outline and a tract identifier. The tract identifier on the plat shall correspond to the tract identifier and associated information listed on the Certificate.
- If within an individual tract, a non-pooled and/or unleased interest exists, indicate by checking the appropriate box.
- If the Purpose of Filing is to obtain a drilling permit, in box #1 list all applicable fields separately or enter "All Fields" if the Certificate pertains to all fields requested on Form W-1.
- If the Purpose of Filing is to file completion paperwork, enter the applicable field name in box #1 for the completion.
- Identify the drill site tract with an * to the left of the tract identifier.
- The total number of acres in the pooled unit in #11 should equal the total of all acres in the individual tracts listed.



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78701-2967

Form P-16

Page 1

Rev. 01/2016

Acreage Designation

SECTION I. OPERATOR INFORMATION

Operator Name:	Anadarko E&P Onshore LLC	Operator P-5 No.:	020528
Operator Address:	ATTN: Frank A. Davis, P.O. Box 1330, Houston, TX 77251-1330		

SECTION II. WELL INFORMATION

District No.: 08	County: REEVES	Purpose of Filing: ☒ Drilling Permit Application (Form W-1) ☐ Completion Report (Form G-1/W-2)
Well No.: 2H	API No.: PENDING	
Total Lease Acres: 1281.76	Drilling Permit No.: PENDING	
Lease Name: CHIMERA STATE 56-3-7 UNIT	Lease No.: PENDING	
Field Name: PHANTOM (WOLFCAMP)	Field No.: 71052900	

Filer is the owner or lessee, or has been authorized by the owner or lessee, of all or an undivided portion of the mineral estate under each tract for which filer is listed as operator below. For all leases operated by other entities, the number of assigned acres shown are reflected on current Commission records or the filer has been authorized by the current operator to change the assigned acreage of that operator as shown below.

SECTION III. LISTING OF ALL WELLS IN THE APPLIED-FOR FIELD ON THE SAME ACREAGE AS THE LEASE, POOLED UNIT, OR UNITIZED TRACT DESIGNATED IN SECTION II ABOVE BY FILER

[illegible]

Total Well Count >	2	< A. Total Assigned Horiz. Acreage	744.0	< C. Total Assigned Acreage
		< Total Remaining Horiz. Acreage	537.76	< Total Remaining Acreage
		< B. Total Assigned Vert./Dir. Acreage		
		< Total Remaining Vert./Dir. Acreage		

SECTION IV. REMARKS / PURPOSE OF FILING (see instructions)

Permitting 2nd well on this lease in this field. Upon completion, proration acreage will be re-allocated.

Attach Additional Pages As Needed. ☒ No additional pages ☐ Additional Pages: _____ (No. of additional pages)

CERTIFICATION: I declare under penalties prescribed in Sec. 91.143, Texas Natural Resources Code, that this report was prepared by me or under my supervision or direction, that I am authorized to make this report, and that the information contained in this report is true, correct, and complete to the best of my knowledge.

Signature _____ Betsy Luna, Staff Regulatory Analyst
Name and title (type or print)

Email (include email address *only* if you affirmatively consent to its public release)

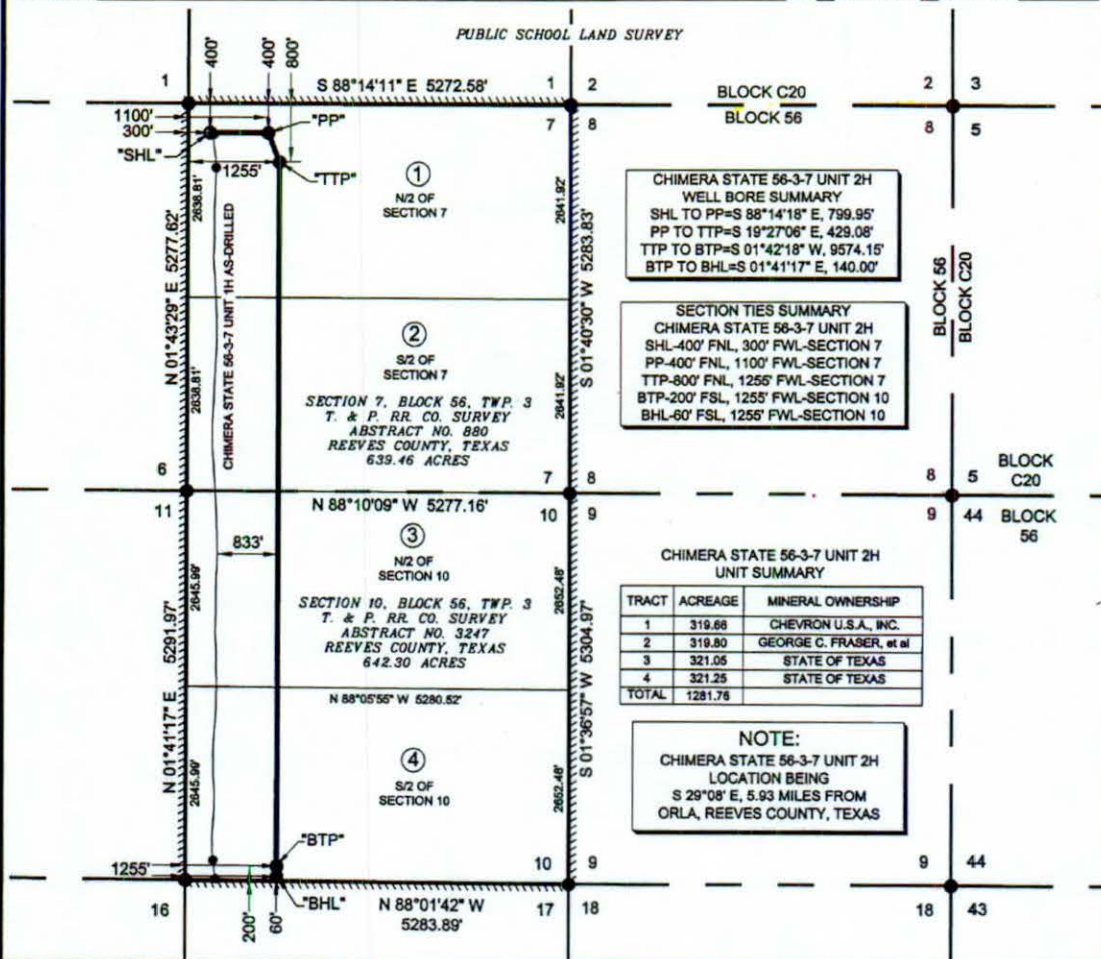
P.O. Box 1330	Houston	TX	77251-1330	432-247-3623	06/13/2018
Address	City,	State,	Zip Code	Tel: Area Code Number	Date: mo. day yr.



ANADARKO E&P ONSHORE LLC

SHEET NO. 1 OF 1

NATURE OF WORK WELL LOCATION STAKING DATE 05-07-18 SRID NO. 11988
PROJECT- CHIMERA STATE 56-3-7 UNIT 2H JOB OR AFE NO. 2143935.PDE
SEC. 7, 10 BLK OR RANGE 56 TWP 3 SURVEY T. & P. RR. CO. CO. REEVES STATE TEXAS
REMARKS RE: ☐ AS-BUILT ☒ STAKING



STATE PLANE COORDINATE DATUM
NAD 83 - TEXAS CENTRAL ZONE 4203
CHIMERA STATE 56-3-7 UNIT 2H SHL (ELEV = 2858.91')
X = 905001.37 LAT = 31°45'04.476" N LONG = -103°51'23.597" W
Y = 775496.05
CHIMERA STATE 56-3-7 UNIT 2H PP
X = 905800.92 LAT = 31°45'04.483" N LONG = -103°51'14.332" W
Y = 775471.46
CHIMERA STATE 56-3-7 UNIT 2H TTP
X = 905943.80 LAT = 31°45'00.526" N LONG = -103°51'12.530" W
Y = 775066.88
CHIMERA STATE 56-3-7 UNIT 2H BTP
X = 905658.88 LAT = 31°43'25.776" N LONG = -103°51'12.322" W
Y = 765497.16
CHIMERA STATE 56-3-7 UNIT 2H BHL
X = 905654.75 LAT = 31°43'24.391" N LONG = -103°51'12.318" W
Y = 765357.23

STATE PLANE COORDINATE DATUM
NAD 83 - TEXAS CENTRAL ZONE 4203
CHIMERA STATE 56-3-7 UNIT 2H SHL (ELEV = 2858.91')
X = 1201463.55 LAT = 31°45'04.934" N LONG = -103°51'25.285" W
Y = 10618072.94
CHIMERA STATE 56-3-7 UNIT 2H PP
X = 1202263.22 LAT = 31°45'04.941" N LONG = -103°51'16.020" W
Y = 10618048.35
CHIMERA STATE 56-3-7 UNIT 2H TTP
X = 1202406.11 LAT = 31°45'00.984" N LONG = -103°51'14.218" W
Y = 10617643.76
CHIMERA STATE 56-3-7 UNIT 2H BTP
X = 1202121.23 LAT = 31°43'26.236" N LONG = -103°51'14.008" W
Y = 10608073.85
CHIMERA STATE 56-3-7 UNIT 2H BHL
X = 1202117.10 LAT = 31°43'24.850" N LONG = -103°51'14.005" W
Y = 10607933.91

- Plat notes
- 1) BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE, AS DETERMINED BY GPS OBSERVATIONS REFERENCED TO TRANSLOCAL CONTROL POINT "CHIMERA 1" (N 10618650.83, E 1199882.43) WHERE THE CONVERGENCE ANGLE IS -1° 49' 03.2" AND THE COMBINED SCALE FACTOR IS 0.99983437. ELEVATIONS ARE NAVD83 (GEOID 12B). THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.
 - 2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.
 - 3) SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF TRANSLOCAL SERVICES, LLC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

DATE: 05-07-18 DATE SURVEYED 05-01-18 DRAFT ST
JOB NO. 1804207 FIELD BOOK V. JG21, P. 29 REV. 0
FILE 1804207 CHIMERA STATE 56-3-7 UNIT 2H RRC PERMIT PLAT

2000' 0' 2000' 4000'

MAGNETIC NORTH IS CURRENT AS OF 05/01/2018.
MAGNETIC NORTH CHANGES WEST 0.10" PER YEAR.



TBPLS FIRM# 10193740
8205 Camp Bowie West, Suite 204
Fort Worth, Texas 76116
(817) 529-1180 ~ Fax (817) 529-1181

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE WELL PLAT SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THE INFORMATION PRESENTED HEREON IS FOR THE PRIVATE USE OF THE PARTY NAMED IN THE "REFERENCE PORTION" OF THE TITLE BLOCK AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE PROFESSIONAL LAND SURVEYING PRACTICES ACT.

TIMOTHY A. NOLD TEXAS R.P.L.S. NO. 5658

DATE

ANADARKO E&P ONSHORE LLC

6 DESTA DRIVE, SUITE 1800 • MIDLAND, TEXAS 79705
P.O. BOX 50458 • MIDLAND, TEXAS 79710



September 11, 2018

VIA UPS Delivery 1Z4E68770736460775

Ms. Joy McCauley
Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

RE: Chimera State 56-3-7 Unit 2H
Section 7 and Section 10, Block 56, Township 3, T&P RR CO Survey
Reeves County, Texas

Dear Ms. McCauley:

Enclosed herewith please find Permit, SWR #13, the Application for Permit, Certificate of Pooling Authority, Acreage Designation, and the Plat for the captioned well.

Please do not hesitate to contact Landman, Wes Brown, at 432-247-3383, or by email at Wes.Brown@Anadarko.com, with any questions.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in black ink, appearing to read "Debbie Evans".

Debbie Evans
Staff Land Analyst

Enclosures

01010

8-13-18

File No. MF039970
Reeves County
Drilling Permit API 389-37258
Date Filed: 01/11/2019
By: George P. Bush, Commissioner



October 29, 2018

Mr. J. Daryl Morgan
Texas General Land Office
1700 Congress Ave
Austin, Texas 78701-1436

Re: Chimera State 56-3-7 Unit 2H – Notice of Spud Date
ST TX MF-116325
Section 7, Block 56, T-3, T&P Ry Co Svy
REEVES COUNTY, TEXAS

Dear Mr. Morgan:

Please be advised that Anadarko E&P Onshore LLC will spud the subject well on, or around, November 4, 2018.

Enclosed for your records, please find copy of said permit and plat.

Should you have any questions, please feel free to contact Melissa Urey at (432) 247-3451 or at Melissa.Urey@Anadarko.com.

Sincerely,

ANADARKO E&P ONSHORE LLC

A handwritten signature in blue ink, appearing to read "Debbie Evans".

Debbie Evans
Staff Land Analyst

Enclosure

RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 841172	DATE PERMIT ISSUED OR AMENDED Jun 13, 2018	DISTRICT * 08
API NUMBER 42-389-37258	FORM W-1 RECEIVED Jun 13, 2018	COUNTY REEVES
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 1281.76
OPERATOR ANADARKO E&P ONSHORE LLC ATTN: FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No.: (432) 684-5581
LEASE NAME CHIMERA STATE 56-3-7 UNIT		WELL NUMBER 2H
LOCATION 5.93 miles SE direction from ORLA		TOTAL DEPTH 12000
Section, Block and/or Survey SECTION 7 BLOCK 56 T3 ABSTRACT 880 SURVEY T&P RR CO		
DISTANCE TO SURVEY LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST LEASE LINE 200 ft.
DISTANCE TO LEASE LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *		
FIELD NAME LEASE NAME		ACRES DEPTH WELL # DIST NEAREST LEASE NEAREST WE
PHANTOM (WOLFCAMP) CHIMERA STATE 56-3-7 UNIT		1281.76 10,100 2H 08 200 833
WELLBORE PROFILE(s) FOR FIELD: Horizontal		
RESTRICTIONS: This is a hydrogen sulfide field. Hydrogen Sulfide Fields with perforations must be isolated and tested per State Wide Rule 36 and a Form H-9 filed with the district office. Fields with SWR 10 authority to downhole commingle must be isolated and tested individually prior to commingling production. Lateral: TH1 Penetration Point Location Lease Lines: 400.0 F NORTH L 1100.0 F WEST L Terminus Location BH County: REEVES Section: 10 Block: 56 T3 Abstract: 3247 Survey: T&P RR CO/GASSON, E Lease Lines: 60.0 F SOUTH L 1255.0 F WEST L Survey Lines: 60.0 F SOUTH L 1255.0 F WEST L		
THE FOLLOWING RESTRICTIONS APPLY TO ALL FIELDS		

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION**

PERMIT TO DRILL, DEEPEN, PLUG BACK, OR RE-ENTER ON A REGULAR OR ADMINISTRATIVE EXCEPTION LOCATION

PERMIT NUMBER 841172	DATE PERMIT ISSUED OR AMENDED Jun 13, 2018	DISTRICT * 08										
API NUMBER 42-389-37258	FORM W-1 RECEIVED Jun 13, 2018	COUNTY REEVES										
TYPE OF OPERATION NEW DRILL	WELLBORE PROFILE(S) Horizontal	ACRES 1281.76										
OPERATOR ANADARKO E&P ONSHORE LLC ATTN FRANK A. DAVIS PO BOX 1330 HOUSTON, TX 77251-1330		NOTICE This permit and any allowable assigned may be revoked if payment for fee(s) submitted to the Commission is not honored. District Office Telephone No. (432) 684-5581										
LEASE NAME CHIMERA STATE 56-3-7 UNIT		WELL NUMBER 2H										
LOCATION 5.93 miles SE direction from ORLA		TOTAL DEPTH 12000										
Section, Block and/or Survey SECTION ◀ 7 BLOCK ◀ 56 T3 ABSTRACT ◀ 880 SURVEY ◀ T&P RR CO												
DISTANCE TO SURVEY LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST LEASE LINE 200 ft.										
DISTANCE TO LEASE LINES 400 ft. NORTH 300 ft. WEST		DISTANCE TO NEAREST WELL ON LEASE See FIELD(s) Below										
FIELD(s) and LIMITATIONS: * SEE FIELD DISTRICT FOR REPORTING PURPOSES *												
<table border="0" style="width:100%;"> <tr> <td style="width:60%;">FIELD NAME</td> <td style="width:10%;">ACRES</td> <td style="width:10%;">DEPTH</td> <td style="width:10%;">WELL #</td> <td style="width:10%;">DIST</td> </tr> <tr> <td>LEASE NAME</td> <td>NEAREST LEASE</td> <td></td> <td>NEAREST WE</td> <td></td> </tr> </table>			FIELD NAME	ACRES	DEPTH	WELL #	DIST	LEASE NAME	NEAREST LEASE		NEAREST WE	
FIELD NAME	ACRES	DEPTH	WELL #	DIST								
LEASE NAME	NEAREST LEASE		NEAREST WE									
This well shall be completed and produced in compliance with applicable special field or statewide spacing and density rules. If this well is to be used for brine mining, underground storage of liquid hydrocarbons in salt formations, or underground storage of gas in salt formations, a permit for that specific purpose must be obtained from Environmental Services prior to construction, including drilling, of the well in accordance with Statewide Rules 81, 95, and 97. This well must comply to the new SWR 3.13 requirements concerning the isolation of any potential flow zones and zones with corrosive formation fluids. See approved permit for those formations that have been identified for the county in which you are drilling the well in. The designated interval for one or more of the fields approved in this permit appears to overlap with the designated interval of another field or fields in this district. In the case of conflicting designated intervals you will be required to be consistent in field designation on this lease. Further, if the designated interval overlap of wells on this lease results in an actual or potential double assignment of reservoir and the applicant cannot conclusively demonstrate that there is no double assignment, the permitted well may not be assigned an allowable until the conflict is resolved. Because of the overlapping designated intervals in this area, issuance of this permit does not guarantee that the completion of the well will be approved or that the well will receive an allowable in any given field, even if that field is listed on the approved permit application.												

**RAILROAD COMMISSION OF TEXAS
OIL & GAS DIVISION
SWR #13 Formation Data**

REEVES (389) County



Formation	Shallow Top	Deep Top	Remarks	Geological Order	Effective Date
FORD-DELAWARE	2,500	2,500		1	12/17/2013
CASTILLE	2,800	2,800		2	12/17/2013
BELL CANYON	4,800	5,000		3	12/17/2013
DELAWARE	2,500	5,700		4	12/17/2013
DELAWARE CONSOLIDATED GAS	6,500	6,500		5	12/17/2013
CHERRY CANYON	3,800	7,800		6	12/17/2013
BONE SPRINGS	7,500	9,800		7	12/17/2013
PERMIAN	11,300	11,300		8	12/17/2013
WOLFCAMP	10,000	12,300		9	12/17/2013
PENNSYLVANIAN	11,000	14,900		10	12/17/2013
MISSISSIPPIAN	10,000	16,000		11	12/17/2013
DEVONIAN	13,600	17,800		12	12/17/2013
FUSSELMAN	14,000	17,800		13	12/17/2013
ELLENBURGER	15,000	20,800		14	12/17/2013

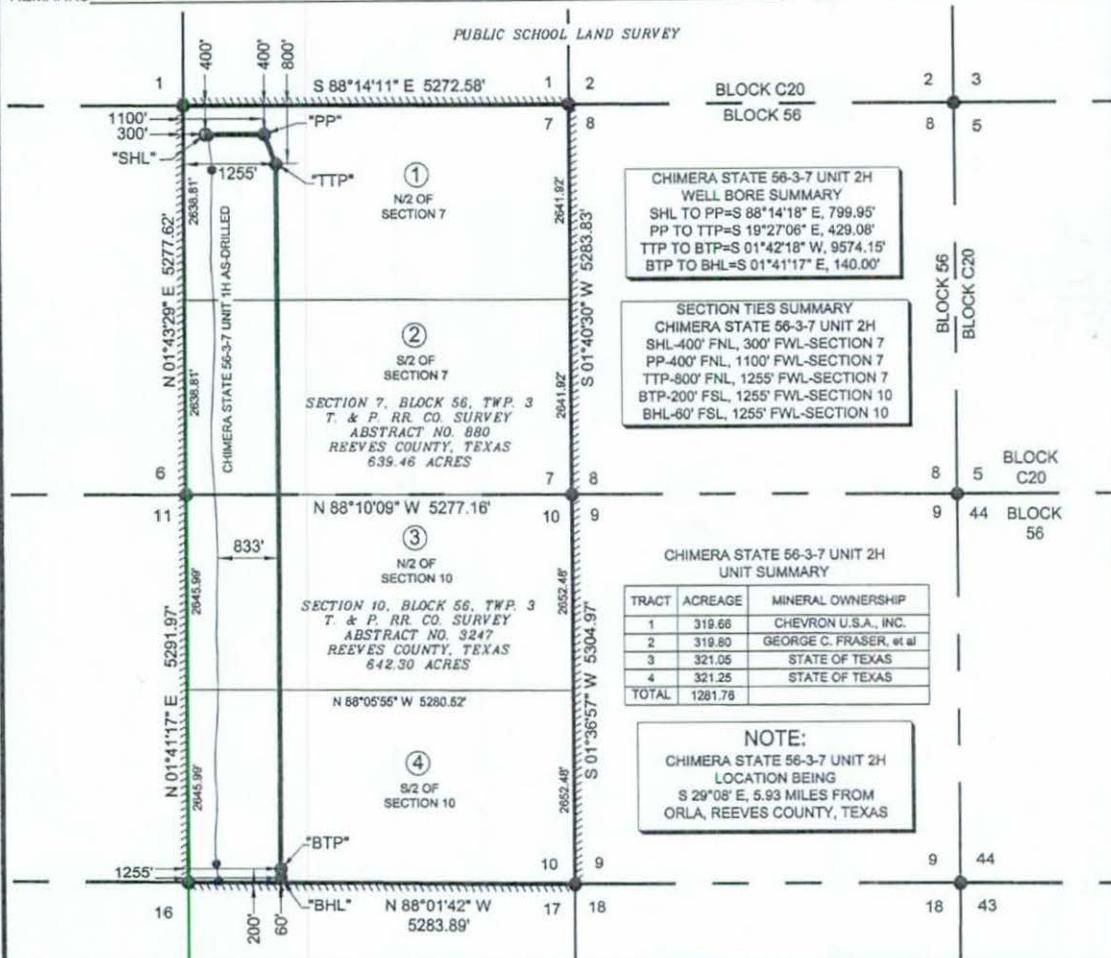
The above list may not be all inclusive, and may also include formations that do not intersect all wellbores. Formation "TOP" information listed reflects an estimated range based on geologic variances across the county. To clarify, the "Deep Top" is not the bottom of the formation; it is the deepest depth at which the "TOP" of the formation has been or might be encountered. This is a dynamic list subject to updates and revisions. It is the operator's responsibility to make sure that at the time of spudding the well the most current list is being referenced. Refer to the RRC website at the following address for the most recent information.
<http://www.rrc.texas.gov/oil-gas/compliance-enforcement/rule-13-geologic-formation-info>



ANADARKO E&P ONSHORE LLC

SHEET NO. 1 OF 1

NATURE OF WORK WELL LOCATION STAKING DATE 05-07-18 SRID NO. 11988
PROJECT- CHIMERA STATE 56-3-7 UNIT 2H JOB OR AFE NO. 2143935.PDE
SEC. 7, 10 BLK OR RANGE 56 TWP. 3 SURVEY T. & P. RR. CO. CO. REEVES STATE TEXAS
REMARKS RE: ☐ AS-BUILT ☒ STAKING



STATE PLANE COORDINATE DATUM NAD 27 - TEXAS CENTRAL ZONE 4203		STATE PLANE COORDINATE DATUM NAD 83 - TEXAS CENTRAL ZONE 4203	
CHIMERA STATE 56-3-7 UNIT 2H SHL (ELEV = 2858.91')		CHIMERA STATE 56-3-7 UNIT 2H SHL (ELEV = 2858.91')	
X = 905001.37	Y = 775496.05	X = 1201463.65	Y = 10618072.94
CHIMERA STATE 56-3-7 UNIT 2H PP		CHIMERA STATE 56-3-7 UNIT 2H PP	
X = 905900.92	Y = 775471.46	X = 1202263.22	Y = 10618048.35
CHIMERA STATE 56-3-7 UNIT 2H TTP		CHIMERA STATE 56-3-7 UNIT 2H TTP	
X = 905943.80	Y = 775066.88	X = 1202406.11	Y = 10617643.76
CHIMERA STATE 56-3-7 UNIT 2H BTP		CHIMERA STATE 56-3-7 UNIT 2H BTP	
X = 905658.88	Y = 765497.16	X = 1202121.23	Y = 10609073.85
CHIMERA STATE 56-3-7 UNIT 2H BHL		CHIMERA STATE 56-3-7 UNIT 2H BHL	
X = 905654.75	Y = 765357.23	X = 1202117.10	Y = 10607933.91

Plat notes

1) BEARINGS, DISTANCES, AREA AND COORDINATES SHOWN HEREON ARE GRID BASED ON "THE TEXAS COORDINATE SYSTEM OF 1983, CENTRAL ZONE" AS DETERMINED BY GPS OBSERVATIONS REFERENCED TO TRANSGLOBAL CONTROL POINT "CHIMERA 1" (N 10618050.83, E 1199882.43) WHERE THE CONVERGENCE ANGLE IS -1°49'03.2" AND THE COMBINED SCALE FACTOR IS 0.9998347. ELEVATIONS ARE NAVD83 (GEOID 12B). THE POSITIONAL TOLERANCE OF THIS SURVEY EXCEEDS THE REQUIREMENTS FOR A RURAL SURVEY.

2) THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THE REVIEW OF THE ABSTRACT OF TITLE. THERE MAY BE EASEMENTS AND/OR COVENANTS AFFECTING THIS PROPERTY NOT SHOWN HEREON. LOCATION OF IMPROVEMENTS WERE BEYOND COMMISSIONED SCOPE OF THIS PROJECT AND HAVE BEEN SPECIFICALLY OMITTED. VESTING DOCUMENTS NOT FURNISHED FOR THIS SURVEY.

3) SEE DOCUMENTS AND ELECTRONIC DATA FILED IN THE OFFICE OF TRANSGLOBAL SERVICES, LLC FOR COMPLETE RECONSTRUCTION OF THESE SECTIONS OR BLOCKS.

DATE 05-07-18 DATE SURVEYED 05-01-18 DRAFT ST

JOB NO. 1804207 FIELD BOOK V. JG21, P. 29 REV. 0

FILE 1804207 CHIMERA STATE 56-3-7 UNIT 2H RRC PERMIT PLAT

2000' 0' 2000' 4000'

MAGNETIC NORTH IS CURRENT AS OF 05/01/2018
MAGNETIC NORTH CHANGES WEST 0.10" PER YEAR



TRBPLS FIRM# 10193740
8205 Camp Bowie West, Suite 204
Fort Worth, Texas 76116
(817) 529-1180 ~ Fax (817) 529-1181

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE WELL PLAT SHOWN HEREON REPRESENTS THE RESULTS OF A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. NO WARRANTY IS MADE OR INTENDED FOR THE LOCATION OF ANY OR ALL EASEMENTS THAT MAY EXIST WITHIN THE BOUNDS OF THIS SURVEY. THE INFORMATION PRESENTED HEREON IS FOR THE PRIVATE USE OF THE PARTY NAMED IN THE "REFERENCE PORTION" OF THE TITLE BLOCK AND DOES NOT CONSTITUTE A COMPLETE BOUNDARY SURVEY AS DEFINED BY THE PROFESSIONAL LAND SURVEYING PRACTICES ACT.

TIMOTHY A. NOLD TEXAS R.P.L.S. NO. 5658

DATE

File No. MF039970

Reeves County

Notice of Spud

Filed: 01/11/2019

George P. Bush, Commissioner

By [Signature]



MEMORANDUM

TEXAS GENERAL LAND OFFICE • GEORGE P. BUSH • COMMISSIONER

TIME SENSITIVE: Action Required by: (January 15, 2021)

DATE: January 5, 2021

TO: Mark A. Havens

FROM: Joy McCauley

SUBJECT: First Amendment of Pooling Agreement for the Chimera State 56-3-7 Unit to defer 2020 Drilling Obligation Wells for Six (6) Months for signature.

.....

SUMMARY: Attached for your approval and signature are duplicate originals of the First Amendment of Pooling Agreement for the Chimera State 56-3-7 Unit (GLO Unit 8317) for Drilling Deferral that was approved by the School Land Board on April 21, 2020, whereby the School Land Board delegated to the Commissioner, until December 31, 2020, the authority to grant extensions of time not to exceed six (6) months in duration.

DETAILS: This agreement complies with existing GLO rules and policies and has been reviewed and approved by Energy Resources staff and the Legal Services Division. Chapter 52, Subchapter F of the Texas Natural Resources Code, which constitutes the owner of the soil as agent for the State to lease the oil and gas that in certain State lands upon such terms and conditions as such owner may deem best and gives authority to the Commissioner to approve such lease and the terms and conditions therein contained.

Document Name	Recipient
First Amendment of Pooling Agreement for Six (6) Month Drilling Deferral for Chimera State 56-3-7 Unit Reeves County, Texas	Anadarko E&P Onshore, LLC

Recommendation: Please sign and return to Joy McCauley in Energy Resources (3-4704).

Attachments: Two (2) First Amendment of Pooling Agreement for the Chimera State 56-3-17 Unit

Thru: Larry Hargrave
Legal

**FIRST AMENDMENT OF POOLING AGREEMENT
ANADARKO E&P ONSHORE, LLC
CHIMERA STATE 56-3-7 UNIT
GLO UNIT NO. 8317
REEVES COUNTY, TEXAS**

For mutual and adequate consideration, hereby acknowledged as received, the undersigned State of Texas and Anadarko E&P Onshore, LLC, respectively "Lessor" and "Lessee", as they are so identified in the Pooling Agreement dated effective January 17, 2017, creating the Chimera State 56-3-7 Unit, being GLO Unit No. 8317 (the "Pooling Agreement"), hereby amend the Pooling Agreement as follows:

The Drilling Obligation Timeframe as set out on Addendum "A" to the Pooling Agreement is amended so that the third and fourth unit wells must be spud on or before May 12, 2021.

The parties agree that the Pooling Agreement is hereby ratified and that no provision of the Pooling Agreement, including all attachments thereto, is amended except as expressly amended above in this First Amendment.

This First Amendment, once fully executed, is made effective as of January 17, 2017.

Given under my hand and seal of office on _____, 2020.

STATE OF TEXAS

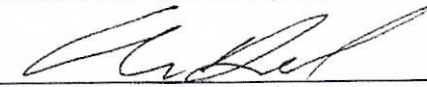
Content
Dep. Dir.
OGC



DocuSigned by:
By: 
7C289F4374E7497
Mark A. Havens
Chief Clerk / Deputy Land Commissioner

Date: 10/14/20

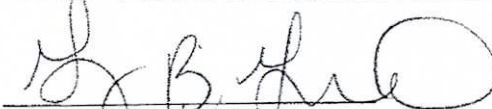
ANADARKO E&P ONSHORE, LLC

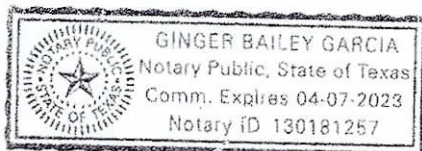
By: 
Printed name: Austin H. Danford
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on October 14th, 2020, by Austin H. Danford
as Attorney-in-Fact of Anadarko E&P Onshore, LLC, a Delaware
limited liability company on behalf of said company.


Notary Public, State of Texas



Certificate Of Completion

Envelope Id: B5489AFF484B4423A7DC40AE91B9D5EB	Status: Completed
Subject: Energy Resources: Pooling Agreement Amendments - Anadarko/Carrizo (Texas General Land Office)	
Source Envelope:	
Document Pages: 5	Signatures: 2
Certificate Pages: 2	Initials: 6
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	David Villafranca
Time Zone: (UTC-06:00) Central Time (US & Canada)	1700 Congress Ave
	Austin, TX 78701
	david.villafranca@glo.texas.gov
	IP Address: 70.112.25.185

Record Tracking

Status: Original	Holder: David Villafranca	Location: DocuSign
1/14/2021 2:44:52 PM	david.villafranca@glo.texas.gov	

Signer Events

Signer Events	Signature	Timestamp
Dustin Oslick dustin.oslick@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 165.225.34.71	Sent: 1/14/2021 2:49:36 PM Viewed: 1/14/2021 3:17:14 PM Signed: 1/14/2021 3:17:26 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Robert Hatter robert.hatter@glo.texas.gov Deputy Director Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 104.129.205.43	Sent: 1/14/2021 3:17:27 PM Viewed: 1/14/2021 3:38:43 PM Signed: 1/14/2021 3:39:06 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Larry Hargrave larry.hargrave@glo.texas.gov Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 165.225.34.71	Sent: 1/14/2021 3:39:07 PM Viewed: 1/14/2021 3:40:28 PM Signed: 1/14/2021 3:40:43 PM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Mark A. Havens Mark.Havens@GLO.TEXAS.GOV Chief Clerk and Deputy Land Commissioner Texas General Land Office Security Level: Email, Account Authentication (None)	 Signature Adoption: Drawn on Device Using IP Address: 162.193.135.244 Signed using mobile	Sent: 1/14/2021 3:40:44 PM Viewed: 1/19/2021 7:56:37 AM Signed: 1/19/2021 7:56:46 AM
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Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Joy McCauley

Joy.McCauley@GLO.TEXAS.GOV

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 1/14/2021 2:49:36 PM

Viewed: 1/19/2021 10:16:51 AM

Stephanie Crenshaw

stephanie.crenshaw@glo.texas.gov

Texas General Land Office

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

COPIED

Sent: 1/14/2021 3:40:44 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent

Hashed/Encrypted

1/14/2021 2:49:36 PM

Certified Delivered

Security Checked

1/19/2021 7:56:37 AM

Signing Complete

Security Checked

1/19/2021 7:56:46 AM

Completed

Security Checked

1/19/2021 7:56:46 AM

Payment Events	Status	Timestamps
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File No. MF039970
Reeves County
Memo to Deputy Commissioner
Date Filed: 5/25/2021
By Jm George P. B. Commissioner

**FIRST AMENDMENT OF POOLING AGREEMENT
ANADARKO E&P ONSHORE, LLC
CHIMERA STATE 56-3-7 UNIT
GLO UNIT NO. 8317
REEVES COUNTY, TEXAS**

For mutual and adequate consideration, hereby acknowledged as received, the undersigned State of Texas and Anadarko E&P Onshore, LLC, respectively "Lessor" and "Lessee", as they are so identified in the Pooling Agreement dated effective January 17, 2017, creating the Chimera State 56-3-7 Unit, being GLO Unit No. 8317 (the "Pooling Agreement"), hereby amend the Pooling Agreement as follows:

The Drilling Obligation Timeframe as set out on Addendum "A" to the Pooling Agreement is amended so that the third and fourth unit wells must be spud on or before May 12, 2021.

The parties agree that the Pooling Agreement is hereby ratified and that no provision of the Pooling Agreement, including all attachments thereto, is amended except as expressly amended above in this First Amendment.

This First Amendment, once fully executed, is made effective as of January 17, 2017.

Given under my hand and seal of office on March 4, 2020.

Content _____
Dep. Dir. _____
OGC _____
Executive _____

STATE OF TEXAS

By: _____

George P. Bush
GEORGE P. BUSH, COMMISSIONER
GENERAL LAND OFFICE

Date: 10/14/2020

ANADARKO E&P ONSHORE, LLC

By: _____

Printed name: Austin H. Danford

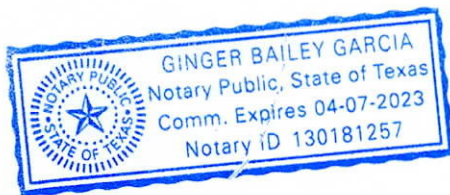
Its: Attorney-in-Fact

STATE OF TEXAS

COUNTY OF Harris

This instrument was acknowledged before me on October 14th, 2020, by Austin H. Danford
as Attorney-in-Fact of Anadarko E&P Onshore, LLC, a Delaware
limited liability company on behalf of said company.

[Signature]
Notary Public, State of Texas

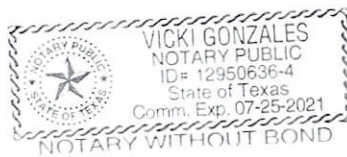


ACKNOWLEDGEMENT

STATE OF TEXAS

COUNTY OF Travis

This instrument was acknowledged before me on 4 of March, 2020, by George P. Bush as Commissioner of the General Land Office of the State of Texas on behalf of the State of Texas.



Vicki Gonzales

NOTARY PUBLIC- STATE OF TEXAS

File No. MF039970Reeves County1st Amendment Unit 8317Date Filed: 5/25/2021

George P. Bu... Commissioner

By Jim

DO NOT DESTROY



Texas General Land Office

UNIT AGREEMENT MEMO

UPA179399

Unit Number 8317
Operator Name Anadarko E&P Onshore LLC
Customer ID C000044444
Unit Name Chimera State 56-3-7 Unit
County 1 Reeves **RRC District 1** 08
County 2 **RRC District 2**
County 3 **RRC District 3**
County 4 **RRC District 4**
Unit type Permanent
State Net Revenue Interest Oil 0.04697398
State Part in Unit 0.50110785
Unit Depth Specified Depths
From Depth Base of the
To Depth Delaware
all depths
Mountain
except limited
to Wolfcamp in
S/2 of Sec. 10
Well
Formation
Effective Date 01/17/2017
Unitized For Oil And Gas
Unit Term
Old Unit Number **Inactive Status Date**
Participation Basis Surface Acreage
If Exclusions Apply: See Remarks

Lease Number	Tract No	Lease Acres in Unit	Total Unit Acres	Tract Participation	O/G	Lease Royalty	NRI of Lease in Unit	Royalty Rate Reduction Clause
MF116325	1	321.050000	1,281.760000	0.25047591	O/G	0.12500000	0.03130949	No
MF039970	2	321.250000	1,281.760000	0.25063194	O/G	0.06250000	0.01566450	No

API Number

4238935523, 4238937258

Remarks:

Prepared By:

GLO Base Updated By:

RAM Approval By:

GIS By:

Well Inventory By:

Prepared Date:

GLO Base Date:

RAM Approval Date:

GIS Date:

WI Date:

04/06/2021

04/06/2021

04/06/2021

05/19/2022

04/06/2021

Pooling Committee Report

To: School Land Board

UPA179399

Date of Board Meeting: 04/06/2021

Unit Number: 8317

Effective Date: 01/17/2017

Unit Expiration Date:

Applicant: Anadarko E&P Onshore LLC

Attorney Rep:

Operator: ANADARKO E&P ONSHORE LLC,

Unit Name: Chimera State 56-3-7 Unit

Field Name: PHANTOM (WOLFCAMP)

County: Reeves

<u>Lease Type</u>	<u>Lease Number</u>	<u>Lease Royalty</u>	<u>Expiration Date</u>	<u>Lease Term</u>	<u>Lease Acres</u>	<u>Lease Acres In Unit</u>	<u>Royalty Participation</u>
RAL	MF039970	0.06250000	01/02/1958	5 years	320.000000	321.250000	0.01566450
RAL	MF116325	0.12500000	11/12/2018	5 years	320.000000	321.050000	0.03130949

Private Acres:	639.460000
State Acres:	642.300000
Total Unit Acres:	1281.760000

Participation Basis:	Surface Acreage
Surface Acreage	
State Acreage:	50.11%
State Net Revenue Interest:	4.70%

Unit Type:	Unitized for:
Permanent	Oil And Gas
Term:	

RRC Rules:	Spacing Acres:
Yes	704 acres for a 10,000 foot lateral (FTP to LTP).

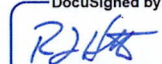
Working File Number: UPA179399

REMARKS:

- Anadarko E&P Onshore LLC is requesting to amend the Chimera State 56-3-7 Unit which was approved by the School Land Board on January 17, 2017 and amended on April 21, 2020.
- The applicant is requesting to amend the drilling obligation date for the third and fourth unit wells from May 12, 2021 to May 12, 2022.
- The applicant has agreed to pay the State \$4,000.00 per net mineral acre for a total of \$289,429.92 in consideration for the additional time to drill the third and fourth unit obligation wells.

POOLING COMMITTEE RECOMMENDATION:

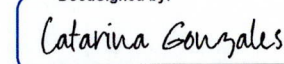
The Pooling Committee recommends Board approval of the amendment to the Chimera State 56-3-7 Unit under the above-stated provisions.

DocuSigned by:

8C1696CF0F2E4D3...

General Land Office

3/29/2021

Date

DocuSigned by:

EE8EAT9C3EF64CC...

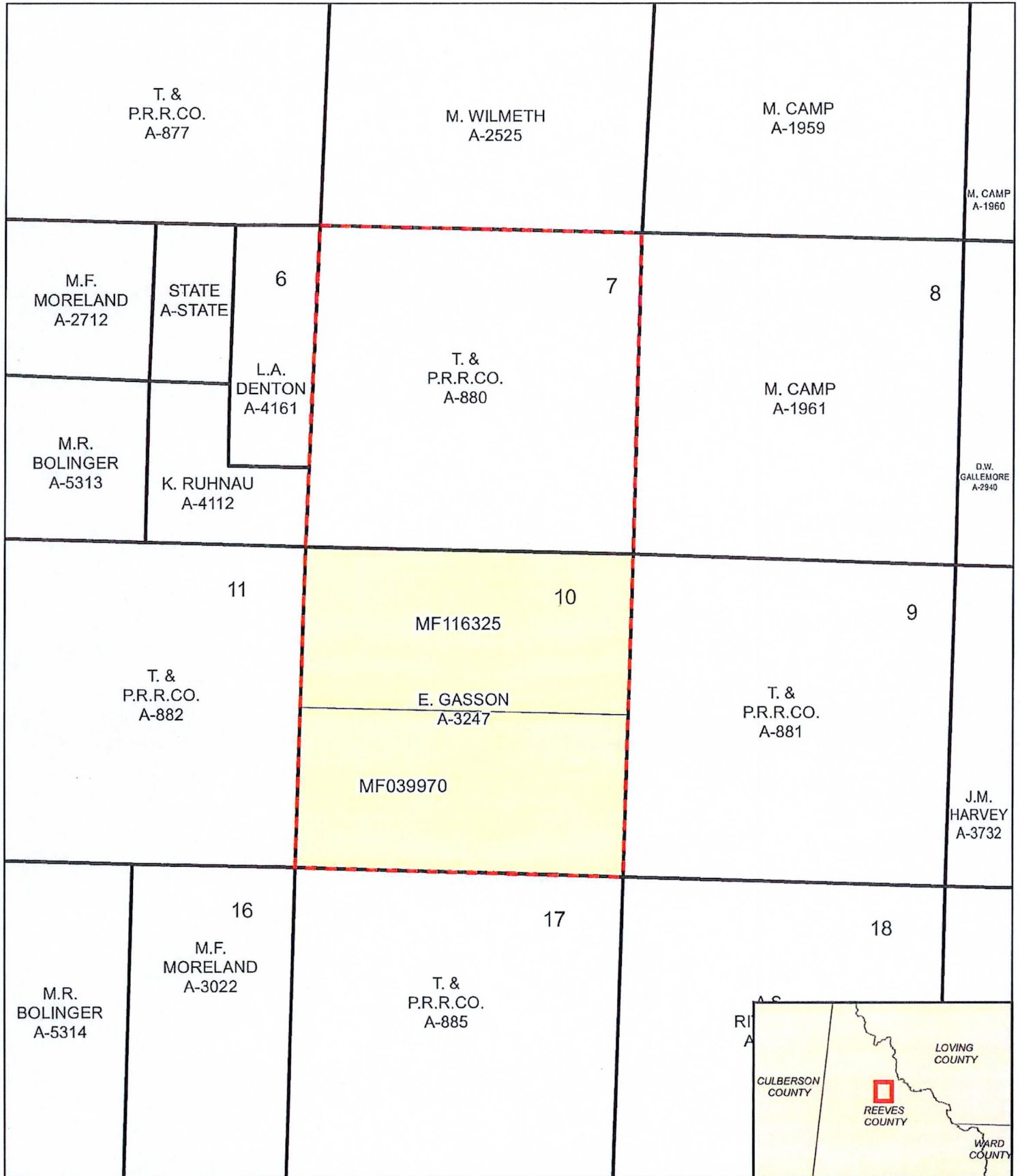
Office of the Governor

4/4/2021

Date

Office of the Governor

Date



Unit #8317
Anadarko E&P Onshore, LLC.
Chimera State Unit 56-3-7 Unit
Phantom (Wolfcamp) Field
Reeves County, Texas

2,000 1,000 0 2,000 Feet

The Texas General Land Office makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it was produced. This map IS NOT suitable for navigational purposes and does not purport to depict or establish boundaries between private and public land.



Map Generated by:
Mark Conway
Enterprise Technology Solutions/GIS
January 2017

**SECOND AMENDMENT OF POOLING AGREEMENT
ANADARKO E&P ONSHORE LLC
CHIMERA STATE 56-3-7 UNIT
GLO UNIT NO. 8317
REEVES COUNTY, TEXAS**

WHEREAS, on January 17, 2017, the application for the Chimera State 56-3-7 Unit ("Unit"), was presented to and approved by the School Land Board of the State of Texas pursuant to the provisions of Subchapter E, Chapter 52, of the Texas Natural Resources Code; and

WHEREAS, pursuant to such approval, Anadarko E&P Onshore LLC and the Commissioner of the General Land Office of the State of Texas entered into that certain Pooling Agreement dated to be effective as of January 17, 2017 ("Agreement"), to pool certain State lands into the Unit, which covers 1281.76 acres in Reeves County, Texas, as more particularly described in said Agreement on file in the Archives and Records of the Texas General Land Office, Austin, Texas, in Mineral File No. M-039970; and

WHEREAS, Anadarko E&P Onshore LLC is the current operator of the Chimera State 56-3-7 Unit; and

WHEREAS, Anadarko E&P Onshore LLC made application and at its regular meeting on April 21, 2020, the School Land Board approved its application to amend the drilling commitment date for the Third and Fourth Unit wells to May 12, 2021; and

WHEREAS, Anadarko E&P Onshore LLC made application and at its regular meeting on April 6, 2021, the School Land Board approved its application to amend the drilling commitment date for the Third and Fourth Unit wells from May 12, 2021, to May 12, 2022;

WHEREAS, the Commissioner of the General Land Office finds that amending said Agreement as approved by the School Land Board is in the best interests of the State of Texas:

NOW THEREFORE, in consideration of the \$289,429.92, the premises and of the mutual agreements contained in the Agreement, it is agreed that the **Drilling Obligation Timeframe** paragraph be and is hereby amended as to the Third and Fourth Unit wells amending and replacing it in pertinent part as follows:

"Drilling Obligation Timeframe:

Lessee shall have commenced actual Drilling Operations in the following manner:

* * *

Third and Fourth wells – must be spud on or before May 12, 2022."

This Amendment shall in all other respects remain subject to the terms and provisions of the Agreement together with the other Special Terms and Conditions contained in the Addendum "A" attached thereto.

Nothing in this Amendment, nor the approval of this Amendment by the School Land Board, nor the execution of this Amendment by the Commissioner shall: (1) operate as a ratification or revivor of any State lease that has expired, terminated, or has been released in whole or in part or terminated under the terms of such State lease or the laws applicable thereto; (2) constitute a waiver or release of any claim for money, oil, gas or other hydrocarbons, or other thing due to the State by reason of the existence or failure of such lease; (3) constitute a waiver or release of any claim by the State that such lease is void or voidable for any reason, including, without limitation, violations of the laws of the State with respect to such lease or failure of consideration; or (4) constitute a confirmation or recognition of any boundary or acreage of any tract or parcel of land in which the State has or claims an interest; or (5) constitute a ratification of, or a waiver or release of any claim by the State with respect to any violation of a statute, regulation, or any of the common laws of this State, or any breach of any contract, duty, or other obligation owed to the State.

This Amendment of Pooling Agreement may be executed in counterparts and, if so executed, shall be valid, binding and have the same effect as if all the parties hereto actually joined in and executed one and the same document. For recording purposes and in the event counterparts of this Amendment of Pooling Agreement are executed, the executed pages, together with the pages necessary to show acknowledgments, may be combined with the other pages of this Amendment of Pooling Agreement to form what shall be deemed and treated as a single original instrument showing execution by all parties thereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment of Pooling Agreement upon the respective dates indicated below but effective as of January 17, 2017.

Date Executed 8/6/2021

STATE OF TEXAS

Content
Min. Leasing
Legal



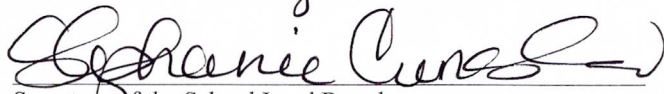
By:

MARK A. HAVENS, DEPUTY COMMISSIONER/CHIEF CLERK
GENERAL LAND OFFICE

CERTIFICATE

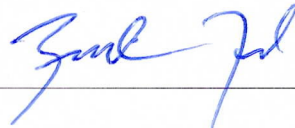
I, Stephanie Crenshaw, Secretary of the School Land Board of the State of Texas, do hereby certify that at a meeting of the School Land Board duly held on the 6th day of April, 2021, the foregoing instrument was presented to and approved by said Board under the provisions of Subchapter E, Chapter 52, of the Natural Resources Code, all of which is set forth in the Minutes of the Board of which I am custodian.

IN TESTIMONY WHEREOF, witness my hand this the 10th day of August, 2021.


Secretary of the School Land Board

Date Executed 4/22/2021

ANADARKO E&P ONSHORE LLC

By: 

Its: Bradley S. Dusek

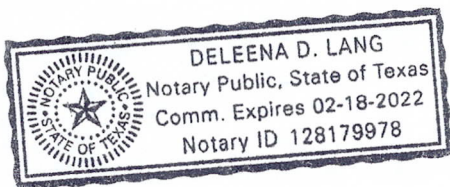
Attorney-in-fact

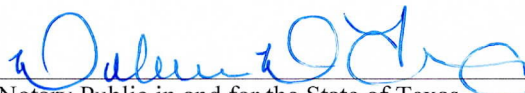
STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on the 22nd day of April, 2021,
by Bradley S. Dusek, as Attorney-in-Fact for Anadarko E&P Onshore LLC
a limited liability company on behalf of said company.

Delaware



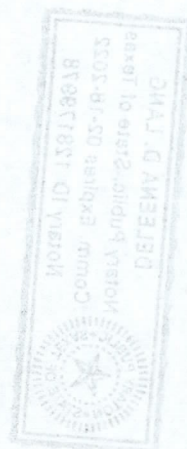

Notary Public in and for the State of Texas

File No. MF039970Reeves

County

Unit 8317-2nd Amend Chimera State 56-3-7 UnitDate Filed: 05/13/2022

George P. Bush, Commissioner

By gm

CIMAREX

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518
(303) 295-3995

23702183

WELLS FARGO BANK NA

56-382/412

Present for payment within 180 days.

Payee No.	Check No	Check Date	Check Amount
030618	0004009977	11/03/2022	*****\$32.00

PAY Thirty Two Dollars and Zero CentsTO THE
ORDER
OF

**COMMISSIONER OF THE GENERAL
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN TX 78711-2873**

23702183

Scott C. Schroeder

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

V22 ⑈0004009977⑈

PLEASE DETACH AT PERFORATION ABOVE

CIMAREX ENERGY CO
1700 LINCOLN STREET SUITE 3700
DENVER CO 80203-4518

(303) 295-3995

PLEASE DETACH AT PERFORATION ABOVE

CIMAREX

Check Number 0004009977

Invoice #	Oblig. Date	Description	Lessor	Net Amount
OBL20221103-17	11/03/2022	COMMISSIONER OF THE GENERAL MF#039970 RENT REGARDLESS TX428085014623001 Payee: COMMISSIONER OF THE GENERAL LAND OFFICE STATE OF TEXAS AUSTIN, TX 78711-2873 Payee Tax ID: 74-6000108 Prospect: TX428085014623001 A W NORCOP ET AL Lease Date: 01/02/1953 Oblig Type: Delay Rental Due Dt: 01/01/2023 Freq: 1 Year Book 149/Page 284/Registry Reeves/TX	A W NORCOP ET AL	32.00

030618

Payee

Check Date: 11/03/2022

Check Amount

32.00

00711

63

File No. MF 089970

Rental County

Date Filed: 11/17/2022

George P. Bush, Commissioner
By BG

Matthew Scott

From: Matthew Scott
Sent: Thursday, March 30, 2023 1:30 PM
To: 'Leung, Steven A'
Cc: Schenkel, Beth V; Robert Hatter; Brian Raygon
Subject: APPLICATION APPROVAL CHIMERA FACILITY
Attachments: 08-9952 3-30-23 APPLICATION APPROVAL CHIMERA CLOAK.pdf; CHIMERA GLO SUBMITTAL REV1.pdf

Steven,

Thank you for submitting the application to commingle production from GLO Unit 12277 (Cloak State 56-3-9-8 Unit) and GLO Unit 8317 (Chimera State 56-3-7 Unit) and the request to use gas lift as an artificial lift method in the GLO Unit 12277 and 8317 wells.

Please find attached the approval of the application, dated 3/30/2023, for the surface commingling of the production from GLO Unit 12277 and 8317 wells listed in the application and as part of RRC P17 08-9952.

Gas Lift

In addition, as Lessee and operator of GLO Unit 12277 and Unit 8317, it was requested that the GLO approve of the use of gas lift as a form of artificial lift to produce the unit wells.

The GLO approves of the use of gas lift to produce the unit well(s) from the portion of state mineral lease MF111363 and MF 121222 that is included in the scope of GLO Unit 12277, and the portions of the state mineral leases MF116325 and MF039970 in the scope of GLO Unit 8317.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Monday, March 27, 2023 10:21 AM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] RE: GLO APPLICATION: CHIMERA FACILITY

Mr. Scott,

Thank you for bringing this to our attention. Land is waiting on some final title work before submitting to Accounting.

Attached is Rev1 – updating the meter list with the new, estimated NRI.

Note: I received your drafts for the new commingling permit rev. I will look in detail and reply back by 3/31. Thanks for including us on the update!

Thanks,

-Steven

From: Matthew Scott <Matthew.Scott@glo.texas.gov>
Sent: Wednesday, March 8, 2023 2:48 PM
To: Leung, Steven A <Steven_Leung@oxy.com>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] RE: GLO APPLICATION: CHIMERA FACILITY

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Steven,

The application looks good save and except the NRI for GLO Unit 12227. The GLO reports an NRI = 0.06310479 compared to your report of an NRI = 0.062656 on the Flowmeter List for Unit 12277.

There is a 25% unleased HROW section of HWY 285 that was leased and pooled as MF121222 that causes the NRI to increase.

Please check with your Landman staff and then revise the Flowmeter list for Unit 12277 where appropriate and resubmit the application as Rev 1. If a NRI problem is verified then advise your Revenue Accounting staff of the NRI issue so that they may make the necessary royalty payment corrections.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Tuesday, February 14, 2023 6:40 PM
To: Matthew Scott <Matthew.Scott@glo.texas.gov>
Cc: Schenkel, Beth V <Beth_Schenkel@oxy.com>
Subject: [EXTERNAL] GLO APPLICATION: CHIMERA FACILITY

Mr. Scott,

Please see the attached surface commingle application for the Chimera Facility

- Approved P17 is attached
- The GLO NRI on the application are provided by our land team. Please let me know if you have a different NRI.
- The Chimera wells were originally the only wells at this facility. We are submitting this application now with the Cloak wells commingling soon.

Please let us know if you have any questions

Thanks,
Steven

STEVEN LEUNG
Oxy Regulatory Engineer
Office: 713.497.2503

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CAUTION: This email originated from OUTSIDE of the Texas General Land Office. Links or attachments may be dangerous. Please be careful clicking on any links or opening any attachments.



Texas General Land Office
Application to Surface Commingle State Leases

Enter the unique meter identification number or serial number for all flow meters as shown on your attached process flow diagram(s). Each lease must have Oil (O), Gas (G), and Water (W) allocation, flash, fuel, vent, flare, instrument, lift gas, and Oil and Gas sales meters. Some meters (e.g. fuel) may pertain to multiple leases. Conversely, one lease may have multiple instances of some meters (e.g. flash at each stage of separation). If applicable, list the unique identification number for each measured pressure vessel and heater treater. Attach Flow Meter List Continuation Pages as needed.

Certifications

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g. fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 18 months of the date of this application (enter installation date in Meter Tag field for each missing meter).
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method and that all gas supply and distribution points are metered per 31 Texas Administrative Code § 9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Oxy is requesting approval to inject gas lift for the following GLO unit(s): 8317, 12277
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. (The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling.) Gas royalty payment will be due on that basis irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER

Signature: *Steven Leung*

Date: 3/27/23

Responsible Official Phone: 713-497-2503

Email Address: STEVEN_LEUNG@OXY.COM

Approved by: Matthew T. Scott

Signature: *Matthew T. Scott*

Date: 3/30/2023

Cloak State 56-3-9-8 Unit 12277 and Chimera State 56-3-7 Unit 8317 and Gas Lift in Unit 12277 and 8317 wells.
RRC P-17 08-9952



Texas General Land Office
Application to Surface Commingle State Leases

Enter the unique meter identification number or serial number for all flow meters as shown on your attached process flow diagram(s). **Each lease must have Oil (O), Gas (G), and Water (W) allocation, flash, fuel, vent, flare, instrument, lift gas, and Oil and Gas sales meters.** Some meters (e.g. fuel) may pertain to multiple leases. Conversely, one lease may have multiple instances of some meters (e.g. flash at each stage of separation). If applicable, list the unique identification number for each measured pressure vessel and heater treater. Attach Flow Meter List Continuation Pages as needed.

Certifications

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g. fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 18 months of the date of this application (enter installation date in Meter Tag field for each missing meter).
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 Texas Administrative Code §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☐ Where applicable, the Lessee has obtained written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method and that all gas supply and distribution points are metered per 31 Texas Administrative Code § 9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Oxy is requesting approval to inject gas lift for the following GLO unit(s): 8317, 12277
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. (The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling.) Gas royalty payment will be due on that basis irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER

Signature: _____

Date: 3/27/23

Responsible Official Phone: 713-497-2503

Email Address: STEVEN_LEUNG@OXY.COM

Approved by: _____

Signature: _____

Date: _____





Texas General Land Office Flowmeter List Continuation Page

<u>State Lease or Unit</u>	<u>GLO NRI</u>	<u>Well</u>	<u>Meter Tag</u>	<u>O/G/W</u>	<u>Purpose</u>	<u>Vessel Tag</u>
CLOAK STATE WELLS						
12277	0.06310479	ALL	FE-1107A	G	ALLOCATION	V-1107
12277	0.06310479	ALL	FE-1107B	O	ALLOCATION	V-1107
12277	0.06310479	ALL	FE-1107C	W	ALLOCATION	V-1107
12277	0.06310479	ALL	FE-1104A	G	ALLOCATION	V-1104
12277	0.06310479	ALL	FE-1104B	O	ALLOCATION	V-1104
12277	0.06310479	ALL	FE-1104C	W	ALLOCATION	V-1104
12277	0.06310479	ALL	FE-1106A	G	ALLOCATION	V-1106
12277	0.06310479	ALL	FE-1106B	O	ALLOCATION	V-1106
12277	0.06310479	ALL	FE-1106C	W	ALLOCATION	V-1106
12277	0.06310479	ALL	FE-3000	G	SALES	NA
12277	0.06310479	ALL	FE-3700	O	SALES	NA
12277	0.06310479	ALL	FE-3101	W	CHECK	NA
12277	0.06310479	ALL	FE-3102	W	CHECK	NA
12277	0.06310479	ALL	FE-3103	W	CHECK	NA
12277	0.06310479	ALL	FE-3104	W	CHECK	NA
12277	0.06310479	ALL	FE-3100	W	WATERTAKEAWA	NA
12277	0.06310479	ALL	FE-3002	G	BUY BACK	NA
12277	0.06310479	ALL	FE-6000	G	FUEL GAS	NA
12277	0.06310479	11H	FE-11B	G	GAS LIFT	NA
12277	0.06310479	21H	FE-21B	G	GAS LIFT	NA
12277	0.06310479	12H	FE-12B	G	GAS LIFT	NA
12277	0.06310479	22H	FE-22B	G	GAS LIFT	NA
12277	0.06310479	13H	FE-13B	G	GAS LIFT	NA



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

EXCEPTION TO STATEWIDE RULES 26 AND/OR 27 COMMINGLING PERMIT APPLICATION

☐ New
☒ Amended Existing Permit
No. 9952
Effective Month/Year of Requested
Exception: 11 / 2022
District 08
County REEVES

SECTION 1. OPERATOR INFORMATION

Operator Name: ANADARKO E&P ONSHORE LLC Operator P-5 No.: 020528
Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: DBM OIL SERVICES, LLC Gatherer P-5 No.: 195768
Gatherer Address: ATTN JASON PITTMAN 9950 WOODLOCH FOREST DR STE2800, THE WOODLANDS, TX 77380

Gatherer E-mail Address:

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE

- a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering
e) ☒ This exception is for common storage.
f) ☒ This exception is for common separation.
g) ☒ This exception is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other
h) ☒ This exception is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD.

If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling.

☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other WELL TEST

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	DP 872593	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	13H / ALL
08	DP 872594	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	14H / ALL
08	DP 872597	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	16H / ALL
08	DP 872598	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	25H / ALL

ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)

FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.

Signature _____ Title REGULATORY ENGINEER Date 11/10/22

Operator E-mail Address: _____ Operator Phone No. _____
(Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLY

Commingling Permit No.

9952

Approval date:

12/13/22

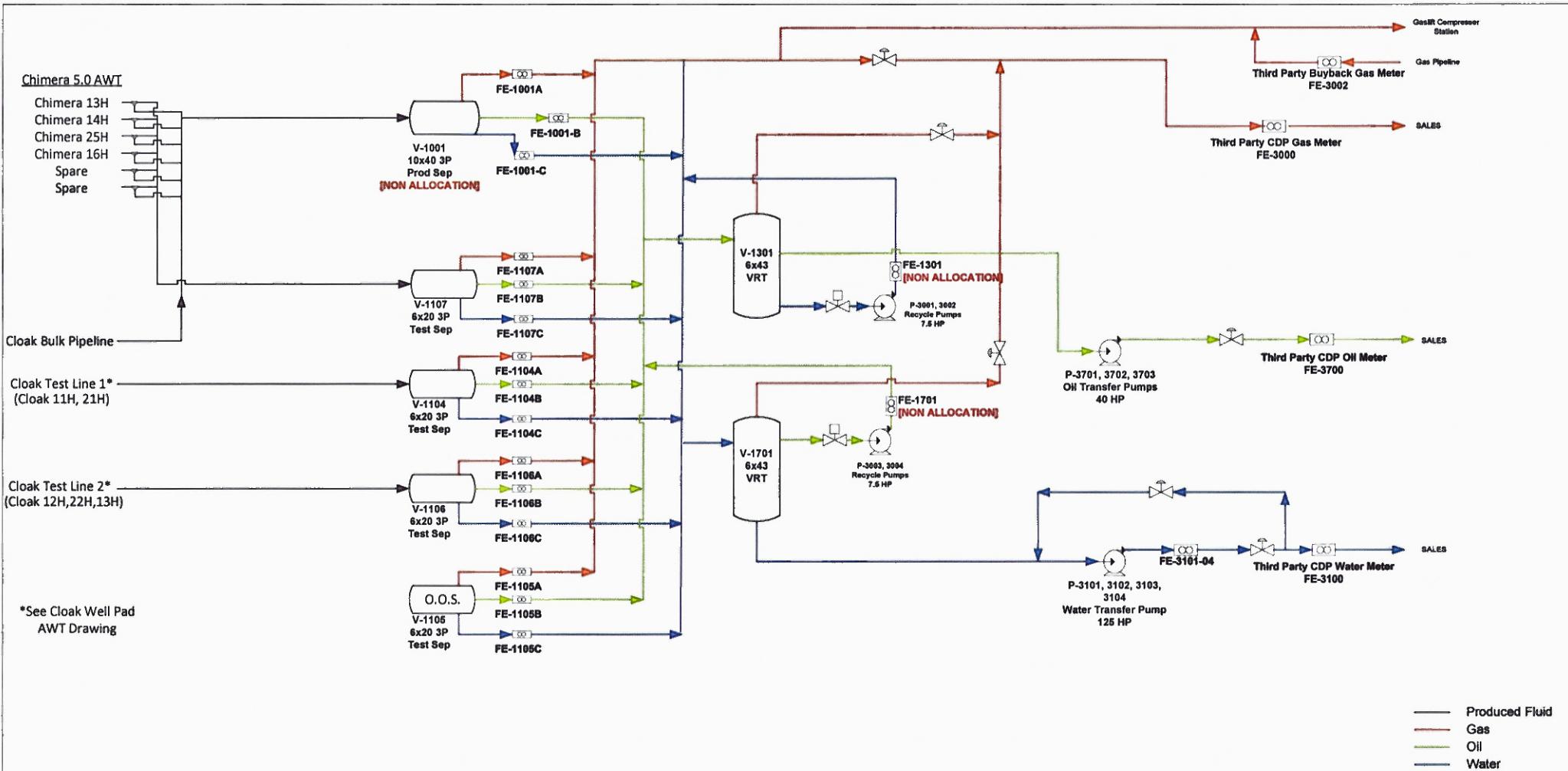
Approved by:

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION**FORM P-17 ATTACHMENT**

**ATTACHMENT FOR
APPLICATION FOR EXCEPTION TO
STATEWIDE RULES STATEWIDE 26 AND/OR 27
COMMINGLE PERMIT APPLICATION**

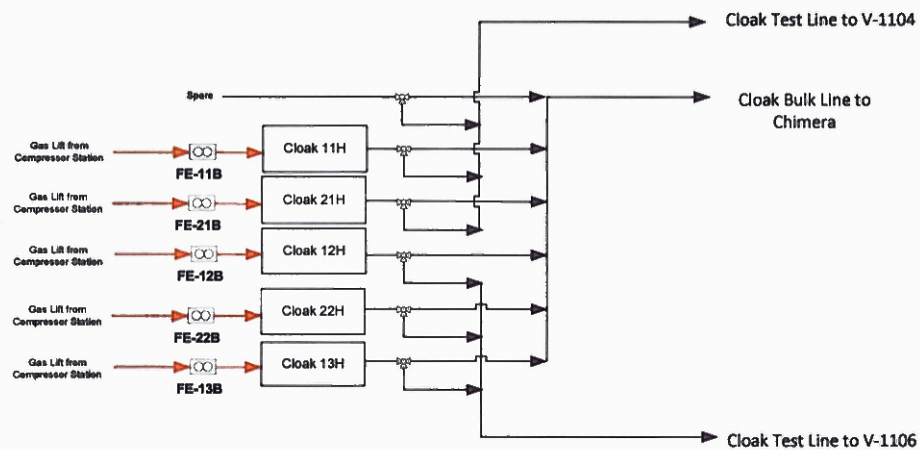
SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	A						DRN: Austin Boyd	
							DES:	
							CHK:	
							APP:	
							AFE:	

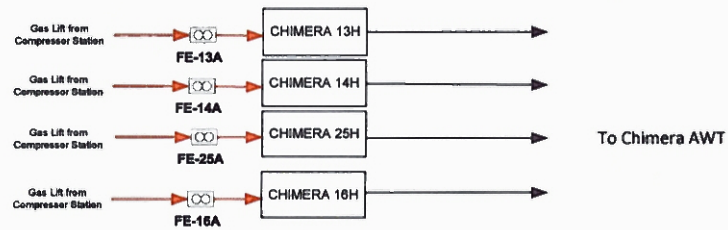
Process Flow Diagram
Chimera Tankless 5.0 PFD
Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	A						DRN: Austin Boyd	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Cloak Well Pad AWT
 Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	A						DRN: Austin Boyd	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Chimera Well Pad
 Reeves County, TX

15 MF039970

(64)

File No. MF039970

County

Comm & Gas Lift Approval 3/30/23

Date Filed: 7/11/23

Commissioner Dawn Buckingham, M.D.

By: AT

Matthew Scott

From: Matthew Scott
Sent: Friday, October 20, 2023 2:53 PM
To: Leung, Steven A
Cc: Robert Hatter; Brian Raygon
Subject: 08-9952 10-20-23 Commingling and Gas Lift Approval Chimera Cloak Wand Chimera TL 5.0
Attachments: 08-9952 10-20-23 COMMINGLING AND GAS LIFT APPROVAL CHIMERA ST CLOAK ST WANDST.pdf; GLO COMMINGLE SUBMITTAL - CHIMERA - OCT 2023 - REV4.pdf

Mr. Leung,

Thank you for (a) submitting the application, per attachment "GLO COMMINGLE SUBMITTAL - CHIMERA - OCT 2023 - REV4.pdf", to commingle production at the Chimera Tankless 5.0 Facility from the GLO Unit 8317 (Chimera State 56-3-7), Unit 12277 (Cloak State 56-3-9-8), and PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells and (b) the request to use gas lift in the PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells an artificial lift method in those wells. Note that the GLO Unit 8317 (Chimera State 56-3-7) and Unit 12277 (Cloak State 56-3-9-8) wells had obtained permission for gas lift in prior applications.

Please find attached the approval of the application, dated 10/20/2023, for the surface commingling of the production from the GLO Unit 8317 (Chimera State 56-3-7), Unit 12277 (Cloak State 56-3-9-8), and PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells listed in the application and as part of RRC P17 08-9952.

Gas Lift

In addition, as Lessee and operator of the PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells, it was requested that the GLO approve of the use of gas lift as a form of artificial lift to produce those wells.

The GLO approves of the use of gas lift to produce those wells from the portion of state mineral leases MF114492, MF117053, and MF111895 that are associated with the PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells that are in the scope of RRC P-17 08-9952.

Thank you,

Matthew

Matthew T. Scott, P.E.
Petroleum Engineer
(512) 463-5296
Energy Resources Division
Texas General Land Office
Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>
Sent: Wednesday, October 11, 2023 2:25 PM

To: Matthew Scott <Matthew.Scott@glo.texas.gov>

Subject: [EXTERNAL] RE: CHIMERA GLO COMMINGLE APPLICATION REV 3

Thank you Mr. Scott.

Please see the revised submittal, attached.

Thanks,

-Steven

From: Matthew Scott <Matthew.Scott@glo.texas.gov>

Sent: Friday, October 6, 2023 4:04 PM

To: Leung, Steven A <Steven_Leung@oxy.com>

Subject: [EXTERNAL] RE: CHIMERA GLO COMMINGLE APPLICATION REV 3

WARNING - This message is from an EXTERNAL SENDER - be CAUTIOUS, particularly with links and attachments.

Mr. Leung,

I reviewed the application documents and find that the GLO Lease List requires revision with respect to the Wand PSA 00528 wells. All the PSA 00528 wells will have an INUT based on length of lateral. Thus put INUT – PEND in the INUT column and then provide a best estimate of the NRI of each WAND well and input that in the NRI column as EST 0.XXXXXX for each row.

In this case there is a mix of a state RAL lease with two units (8783 and 7981) that all differ in NRI. So, the estimated NRI value will depend on the proposed length of lateral of that well and which GLO Unit will be traversed by that well after it leaves MF111895. They are all greater than an NRI = 0.0625, in the range of 0.0723 to 0.078 apparently.

Thanks,

Matthew

Matthew T. Scott, P.E.

Petroleum Engineer

(512) 463-5296

Energy Resources Division

Texas General Land Office

Commissioner Dawn Buckingham, M.D.

From: Leung, Steven A <Steven_Leung@oxy.com>

Sent: Monday, October 2, 2023 2:05 PM

To: Matthew Scott <Matthew.Scott@glo.texas.gov>

Subject: [EXTERNAL] CHIMERA GLO COMMINGLE APPLICATION REV 3

Good afternoon Mr. Scott,

Please find the attached commingle application for the Chimera facility. The Wand wells are added for this update.

Thanks,
Steven

STEVEN LEUNG

Oxy Regulatory Engineer
Office: 713.497.2503

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Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). **Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.**

Certifications Form P-17/P-17A District: 08 Permit Number: 9952 Effective Month/Year: 09/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: MF-111895
PREVIOUSLY APPROVED: UNITS 8317 AND 12277
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: *Steven Leung*

Date: 10/11/2023 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: Matthew T. Scott Signature: *Matthew T. Scott* Date: 10/20/2023

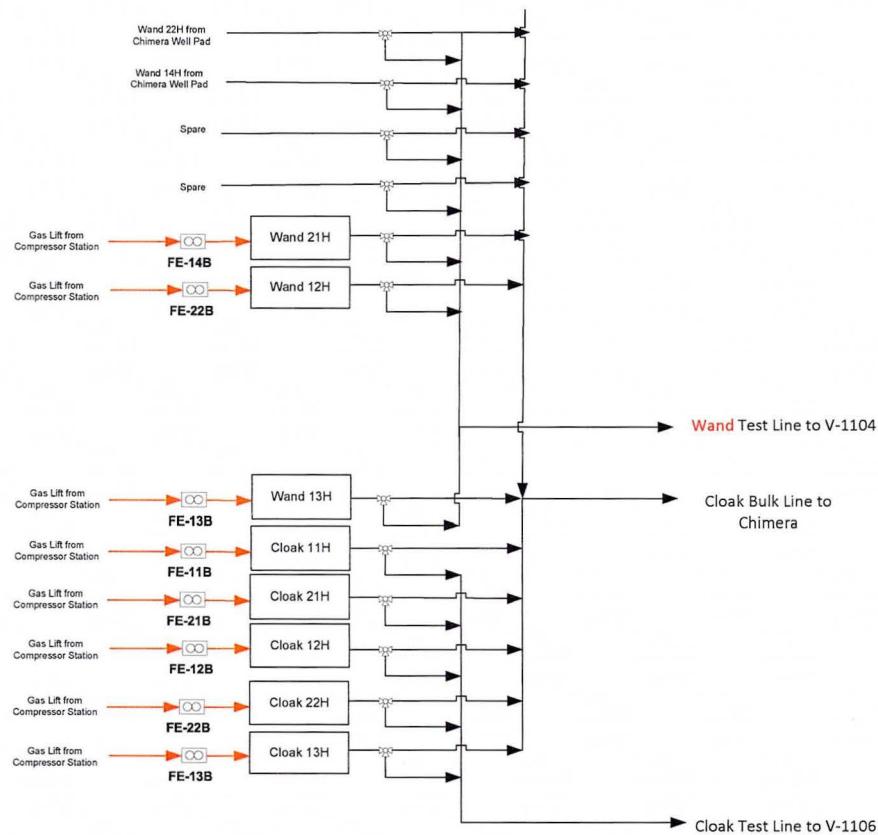
GLO Notes: Surface commingling of GLO Unit 8317 (Chimera State 56-3-7), Unit 12277 (Cloak State 56-3-9-8), and PSA 00528 Wand State 56-1-18-19 INUTs (Pending) and gas lift of the PSA 00528 Wand State 56-1-18-19 INUTs (Pending) wells.

GLO LEASE LIST

REVISION: 4/15/2023

RRC Form P-17 Permit Operator Name	RRC Form P-17/17A Number	Application Date on P-17	RRC District
ANADARKO E&P ONSHORE LLC	9952	8/31/2023	08

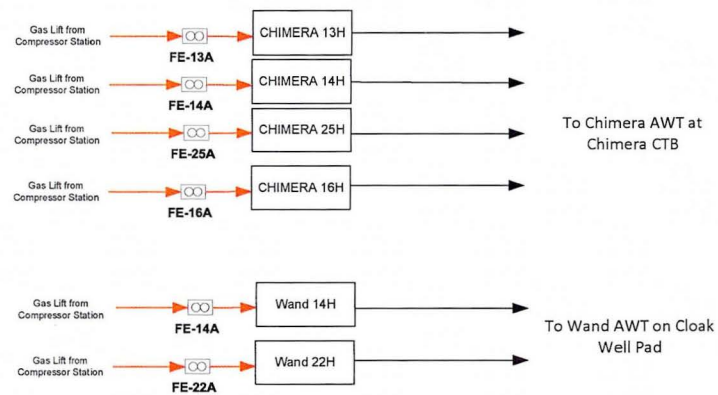
RRC Designated Field Name & (Reservoir)	RRC Lease Name	RRC Well Number	RRC Lease Number or Identifier	Wellbore 10 Digit API No.	RRC Form P-17 Action Status	RRC Lease Type (Oil/Gas)	State Mineral Lease No.	Production Sharing Agreement (PSA) Number	GLO Unit Name Per Unit Agreement	GLO Unit Number or PSA i-Nut Number	State Mineral Lease or Unit Decimal NRI
PHANTOM (WOLFCAMP)	CHIMERA STATE 56-3-7 UNIT	13H	293322	42-389-39595	EXISTING	GAS	NA	NA	Chimera State 56-3-7 Unit	UNIT 8317	0.04697399
PHANTOM (WOLFCAMP)	CHIMERA STATE 56-3-7 UNIT	14H	293323	42-389-39596	EXISTING	GAS	NA	NA	Chimera State 56-3-7 Unit	UNIT 8317	0.04697399
PHANTOM (WOLFCAMP)	CHIMERA STATE 56-3-7 UNIT	16H	293325	42-389-39597	EXISTING	GAS	NA	NA	Chimera State 56-3-7 Unit	UNIT 8317	0.04697399
PHANTOM (WOLFCAMP)	CHIMERA STATE 56-3-7 UNIT	25H	293326	42-389-39598	EXISTING	GAS	NA	NA	Chimera State 56-3-7 Unit	UNIT 8317	0.04697399
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 E	22H	DP 880043	42-389-40023	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 D	21H	DP 880040	42-389-40022	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 A	11H	DP 880030	42-389-40019	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 B	12H	DP 880032	42-389-40020	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 C	13H	DP 880034	42-389-40021	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	CLOAK 56-3-9-8 I	74H	DP 880045	42-389-40024	EXISTING	TBD	NA	NA	Cloak State 56-3-9-8	UNIT 12277	0.06310479
PHANTOM (WOLFCAMP)	WAND STATE 56-3-18-19 A	21HA	DP 892458	42-389-40697	ADD	TBD	MF-111895	PSA00528	NA	INUT - PEND	EST 0.07800000
PHANTOM (WOLFCAMP)	WAND STATE 56-3-18-19 B	12HA	DP 892453	42-389-40696	ADD	TBD	MF-111895	PSA00528	NA	INUT - PEND	EST 0.07800000
PHANTOM (WOLFCAMP)	WAND STATE 56-3-18-19 C	13H	DP 892459	42-389-40698	ADD	TBD	MF-111895	PSA00528	NA	INUT - PEND	EST 0.07800000
PHANTOM (WOLFCAMP)	WAND STATE 56-3-18-19 D	22H	DP 892462	42-389-40699	ADD	TBD	MF-111895	PSA00528	NA	INUT - PEND	EST 0.07800000
PHANTOM (WOLFCAMP)	WAND STATE 56-3-18-19 E	14H	DP 892466	42-389-40700	ADD	TBD	MF-111895	PSA00528	NA	INUT - PEND	EST 0.07800000



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	A						DRN: Austin Boyd	
							DES:	
							CHK:	
							APP:	
							AFE:	

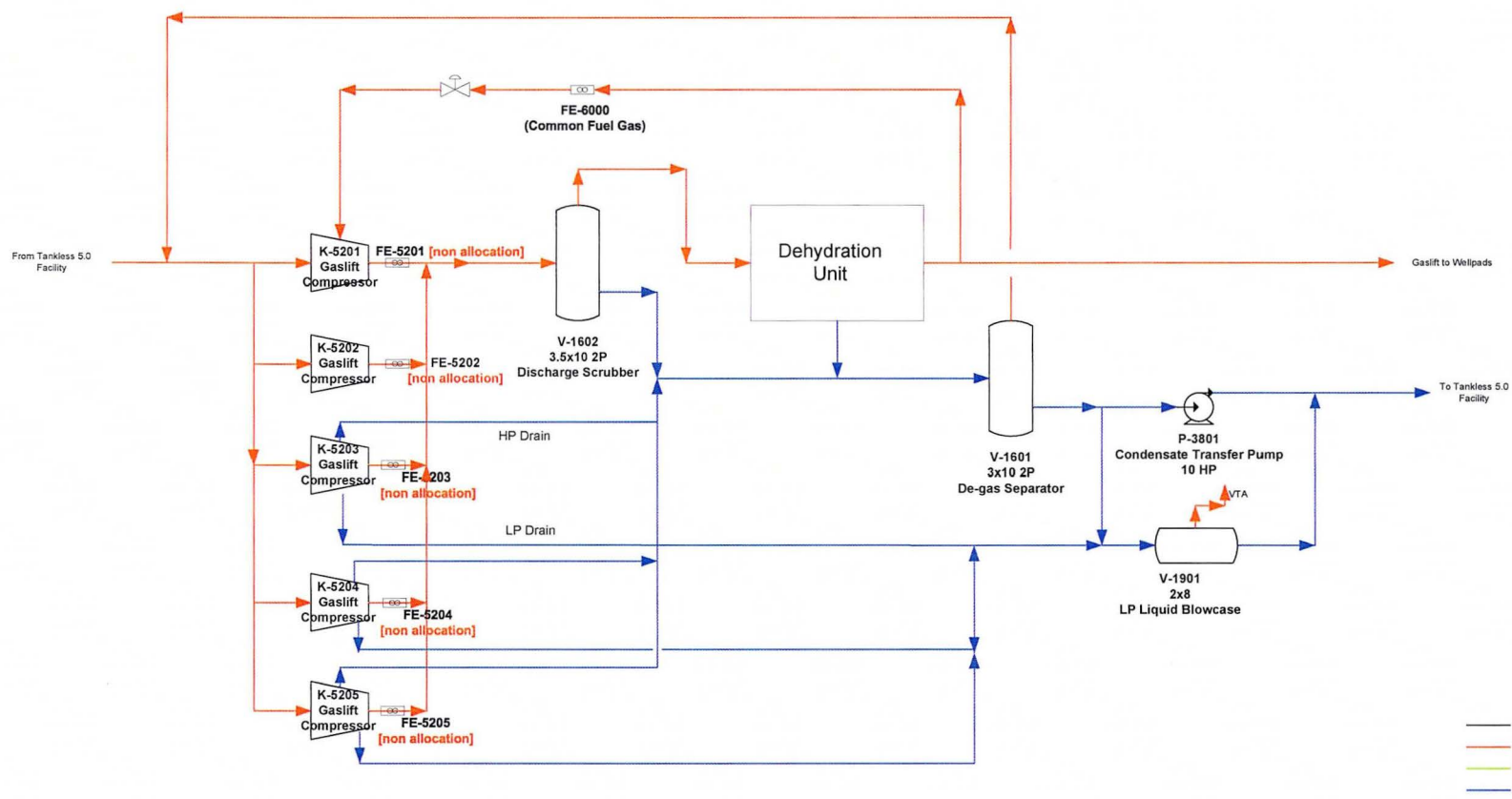
Process Flow Diagram
 Cloak Well Pad AWT
 Reeves County, TX



— Produced Fluid
 — Gas
 — Oil
 — Water

NOTES	REVISION BLOCK						ENGINEERING RECORD	
	NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
	A						DRN: Austin Boyd	
							DES:	
							CHK:	
							APP:	
							AFE:	

Process Flow Diagram
 Chimera Well Pad
 Reeves County, TX



NOTES

REVISION BLOCK

ENGINEERING RECORD

NO.	DATE	DESCRIPTION	BY	CHK	APP	BY	DATE
A						DRN:	
						DES:	
						CHK:	
						APP:	
						AFE:	

Process Flow Diagram
Gaslift Compressor Station



RAILROAD COMMISSION OF TEXAS

1701 N. Congress
P.O. Box 12967
Austin, Texas 78711-2967

Form P-17

Rev. 03/2019

EXCEPTION TO STATEWIDE RULES 26 AND/OR 27
COMMINGLE PERMIT APPLICATION

☐ New
☒ Amended Existing Permit
No. 9952
Effective Month/Year of Requested
Exception: 9 / 2023
District 08
County REEVES

SECTION 1. OPERATOR INFORMATION

Operator Name: ANADARKO E&P ONSHORE LLC Operator P-5 No.: 020528

Operator Address: ATTN KELLEY MONTGOMERY, PO BOX 4294, HOUSTON, TX 77210

SECTION 2. GATHERER (of oil or condensate) INFORMATION (not required if 3b is checked)

Gatherer Name: DBM OIL SERVICES, LLC Gatherer P-5 No.: 195768

Gatherer Address: ATTN JASON PITTMAN 9950 WOODLOCH FOREST DR STE2800, THE WOODLANDS, TX 77380

Gatherer E-mail Address:

(Optional - If provided, e-mail address will become part of this public record.)

SECTION 3. APPLICATION APPLIES TO (CHECK ALL THAT APPLY): ☒ OIL ☒ CASINGHEAD GAS ☒ GAS WELL GAS ☐ CONDENSATE

- a) ☐ Gas well full well stream into common separation and storage facility with liquids reported on Form PR.
b) ☐ Gas well full well stream into a gasoline plant/common separation and storage facility with liquids reported on Form R-3 Serial # _____ (If full well stream is checked, the results of periodic tests to determine the number of stock tank barrels of liquid hydrocarbons recovered per 1,000 standard cubic feet of gas must be reported on Form G-10 in accordance with SWR 55. Attach an explanation of any exceptions to SWR 55.)
c) ☐ Condensate and low-pressure Gas Well Gas are commingled into low-pressure separation and storage facilities.
d) ☒ This request is for off lease: ☒ Storage ☒ Separation ☒ Metering
e) ☒ This exception is for common storage.
f) ☒ This exception is for common separation.
g) ☒ This exception is for casinghead gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____
h) ☒ This exception is for gas well gas metering by: ☐ Deduct Metering ☒ Allocation by well test ☐ Other _____

SECTION 4. NOTICE REQUIREMENTS AND ALLOCATION METHOD.

If you are seeking an exception to Rule 26 or 27 pursuant to subsection (d) of Rule 26, 21-day notice is required and applies to all wells proposed for commingling.

☒ The royalty interests and working interests are not the same with respect to identity and percentage; and the production stream from each tract and each Commission-designated reservoir is not measured separately therefore, I have provided the required 21-day notice pursuant to subsection (d) of Rule 26.

Production will be allocated by: ☐ W-10 (oil) ☐ W-2 retest (oil) ☐ PD Meter (oil & condensate) ☐ G-10 (gas) ☒ Other WELL TEST

SECTION 5. ☐ Any one of the wells proposed for commingling produces from a Commission-designated reservoir for which special field rules regarding surface commingling have been adopted. (Additional notice may be required; see instructions)

SECTION 6. ☐ Wells proposed for commingling have an operator's name other than the applicant listed in SECTION 1. (See instructions)

SECTION 7. ☒ For oil production, the production from all oil wells on each oil lease is to be commingled. (See instructions)

SECTION 8. IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

DISTRICT	RRC IDENTIFIER	ACTION	LEASE AND FIELD NAME	WELL NO.
08	DP 872593	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	13H / ALL
08	DP 872594	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	14H / ALL
08	DP 872597	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	16H / ALL
08	DP 872598	☒ Existing ☐ Add ☐ Delete	CHIMERA STATE 56-3-7 UNIT / PHANTOM (WOLFCAMP)	25H / ALL

ATTACH ADDITIONAL PAGES AS NEEDED. ☐ No additional pages ☒ Additional pages 1 (# of additional pages)

FEE: \$150 Filing Fee + \$225 Surcharge = \$375 total remittance required (See Statewide Rule 78)

CERTIFICATE: I declare under penalties in Sec. 91.143, Texas Natural Resources Code, that I am authorized to file this application, that this application was prepared by me or under my supervision and direction, and that the data and facts stated therein are true, correct, and complete to be the best of my knowledge. I certify that all requests for related required approvals from other affected state agencies have been submitted and that I understand that any authorization granted by Commission approval of this application is contingent upon the approvals from other affected state agencies being obtained.

Signature [Signature] Title REGULATORY ENGINEER Date 8/31/23

Operator E-mail Address: _____ Operator Phone No. _____

(Optional - If provided, e-mail address will become part of this public record.)

RRC USE ONLY

Commingling Permit No. 9952Approval date: 9/29/23Approved by: [Signature]

RAILROAD COMMISSION OF TEXAS
OIL AND GAS DIVISION

FORM P-17 ATTACHMENT

ATTACHMENT FOR
APPLICATION FOR EXCEPTION TO
STATEWIDE RULES STATEWIDE 26 AND/OR 27
COMMINGLE PERMIT APPLICATION

SECTION 8. (CONT'D) IDENTIFY LEASES AS SHOWN ON COMMISSION RECORDS (attach additional pages as needed)

[illegible]



Texas General Land Office
Application to Surface Commingle State Leases

Application Revision
April 15, 2023

Provide a GLO Lease List that includes all applicable mineral lease, GLO pooled unit, PSA, and i-Nut information for all wells in the scope of an RRC Form P-17/17A or a request to utilize gas lift, and process flow diagram(s) showing the unique meter identification number or serial number for all flow meters used to identify a meter in the field and the unique identification number for each piece of major equipment (i.e., pressure vessel, heater treater, compressor, VRU, tank, flare, etc.). **Each facility that commingles production must have: (1) all the Oil (O), Gas (G), and Water (W) meters and/or GLO pre-approved full well stream/multi-phase flow meters (MPFM) necessary for the measurement and allocation of production, (2) all meters necessary to measure lease use volumes (fuel, vent, flare, and instrument gas), (3) lift gas supply and distribution meters and individual well lift gas supply meters, and (4) all sales/custody transfer meters.**

Certifications Form P-17/P-17A District: 08 Permit Number: 9952 Effective Month/Year: 09/2023

- ☒ All State lease oil and gas separators are of ample capacity as required by 31 Texas Administrative Code (TAC) §9.35(a)(2) and the terms of any lease that is the subject of this commingling.
- ☒ If applicable, the appropriate Form P-17 or P-17A has been filed with the Railroad Commission of Texas with respect to all leases associated with this application, and the GLO has been furnished with a copy.
- ☒ All non-sales (e.g., fuel, instrument, vent, flash, flare, and lift gas) dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and the terms of any lease that is the subject of this commingling. If any required meters are missing, they will be installed within 12 months of the date of this application.
- ☒ All sales dispositions of hydrocarbon are metered as required by 31 TAC §9.35(a)(2) and pursuant to the terms of any lease that is the subject of this commingling.
- ☒ No material changes to the commingled facility or equipment as represented in this application will be made without prior written permission of the GLO.
- ☒ Where applicable, the Lessee has obtained prior written permission to inject recycled or off-lease gas for secondary or enhanced recovery operations or for gas lift purposes as an artificial lift method, and all gas supply and distribution points are metered per 31 TAC §9.35(a)(2). If gas is not injected into a formation or utilized for gas lift, then leave the check box blank.
- ☒ Lessee requests permission to recycle gas or utilize gas lift pursuant to the terms of each state lease, with all gas supply and distribution points metered, on the following state leases and/or units as follows: MF-111895
PREVIOUSLY APPROVED: UNITS 8317 AND 12277
- ☒ I acknowledge and agree that royalty is due on 100% of the hydrocarbons produced from each lease and that the GLO will use molecular (component) balance software to verify the fractionated value of all processed gas. The GLO acknowledges that nothing in this statement is intended to amend or modify any lease that is the subject of this commingling. Gas royalty payment will be due on a molecular balance basis for non-processed gas and processed gas irrespective of the method of allocation I have used to report such production if underpayment is discovered during an audit.

Company Name, Address: ANADARKO E&P ONSHORE LLC, PO BOX 4294, HOUSTON, TX 77210

Responsible Official Name, Title: STEVEN LEUNG, REGULATORY ENGINEER Signature: *Steven Leung*

Date: 10/11/2023 Phone: (713) 497-2503 Email Address: STEVEN_LEUNG@OXY.COM

GLO Approval by: _____ Signature: _____ Date: _____

GLO Notes:

65

File No. MFO39970

County

Comm 3 Gas Lift Apprvl 10/20/23

Date Filed: 10/26/23

Commissioner Dawn Buckingham, M.D.

By: AA

CIMAREX ENERGY CO
P O BOX 4544
HOUSTON, TX 77210-4544

REORDER 9018 • U.S. PATENT NO. 5538290, 5975508, 5641183, 5783353, 5984364, 60300

Page 1 of 1

VENDOR NAME		VENDOR NO.	CHECK DATE	CHECK NUMBER	CHECK TOTAL
TEXAS GENERAL LAND OFFICE		704630-7	12/19/2023	1000010015	\$****37.68
DATE	INVOICE NO.	DESCRIPTION	INVOICE AMOUNT	DISCOUNT	NET AMOUNT
12/13/23	12-13-23 CKREQ TEX	HOU -KELLY KING	37.68	0.00	37.68
24703272			415039970 Mm Hog		
TOTALS			37.68	0.00	37.68

415039970
Mm Hog

24703272

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

CIMAREX ENERGY CO
ACCOUNTS PAYABLE
P O BOX 4544
HOUSTON, TX 77210-4544

JPMorgan Chase Bank, N.A.
Columbus, Ohio 43271

No. 1000010015

56-1544/441

VOID AFTER 90 DAYS

24703272

\$37dols68cts

Thirty Seven Dollars and 68 Cents

CHECK NUMBER	DATE	PAY EXACTLY
1000010015	Dec-19-2023	\$****37.68

PAY
TO
THE
ORDER
OF

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

704630-7

Shawn Yee

1000010015



Coterra Energy Inc.
Corporate Headquarters
Three Memorial City Plaza
840 Gessner Road
Suite 1400
Houston, TX 77024

T 281-589-4600
F 281-589-4955
coterra.com

December 20, 2023

Texas General Land Office
1700 N. Congress Ave.
Austin, TX 78701-1495

M. King

RE: Rentals

To whom it may concern:

Please find enclosed Cimarex Energy Co check #1000010015 in the amount of \$37.68. This check is payment for the minimum royalty on the following leases:

MF-039970, \$32.00 ✓
MF-116115H, \$5.68

Should you need anything further, please contact me by email at kelly.king@coterra.com or phone 281-589-4853.

Thank you,

Kelly King

Kelly King
Lease Analyst

66

File No. MF039970

Mon Roy County

Date Filed: 3/4/24
Commissioner Dawn Buckingham, M.D.

By: CB

THE AMOUNT OF THIS CHECK IS FOR PAYMENT TYPE NOTED BELOW DUE PARTY OR PARTIES OF
THE INSTRUMENT DESCRIBED HEREIN FOR THE STATED PERIOD.

ON BEHALF OF:
CIMAREX ENERGY CO
P O BOX 4544
HOUSTON, TX 77210-4544

PAYMENT TYPE: RENT REGARDLESS OF PRODUCTION
RIGHTS HELD: OIL & GAS

Page 1 of 1

DATE 12/15/2024

CHECK NO. 513809

		RENTAL PERIOD			
COUNTY	STATE	DATE OF LEASE	MONTHS	FROM	TO
REEVES	TX	01/02/1953	12	01/01/2025	01/01/2026
LEASE NUMBER	PAYEE NUMBER	ORIGINAL LESSOR IDENTIFICATION OR LEASE SERIAL NUMBER			PAY EXACTLY
42-0008278	704630-08	A W NORCOP ET AL MF039970			\$****32.00

TO
THE
ORDER
OF

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

RECORDED: REEVES Book :149 Page :284

25702955

PAYEE: DETACH THIS STATEMENT BEFORE DEPOSITING

THIS CHECK IS VOID WITHOUT A COLORED BORDER AND BACKGROUND PLUS A KNIGHT & FINGERPRINT WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW



CIMAREX ENERGY CO
RENTAL ACCOUNT
P O BOX 4544
HOUSTON, TX 77210-4544

JPMorgan Chase Bank, N.A.
Columbus, Ohio 43271

No. **513809**

56-1544/441

25702955

VOID AFTER 90 DAYS

CHECK NUMBER	DATE	PAY EXACTLY
513809	Dec-15-2024	\$****32.00

\$32dols00cts

Thirty Two Dollars and Zero Cents

PAY
TO
THE
ORDER
OF

TEXAS GENERAL LAND OFFICE
LAND OFFICE STATE OF TEXAS
LOCKBOX ACCOUNT
PO BOX 12873
AUSTIN, TX 78711-2873

704630-08



Shawn Yes

0000513809



Coterra Energy Inc.
Corporate Headquarters
Three Memorial City Plaza
840 Gessner Road
Suite 1400
Houston, TX 77024

T 281-589-4600
F 281-589-4955
coterra.com

December 16, 2024

Texas General Land Office
1700 N Congress Ave
Austin TX 78701-1495

RE: Rental payment for January 2025
704630-08

To whom it may concern:

Please find enclosed Cimarex Energy Co check in the amount of \$32.00 for rental payment for the following lease:

Check Number	Amount	Lease Number	State Lease Number
513809	\$32.00	42-0008278	MF039970

Should you need anything further, please contact me by email at angela.ng@coterra.com or phone 281-848-2706

Thank you,

Angela Ng

Angela Ng
Lease Analyst

COTERRA

